



GALVESTON COUNTY, TEXAS

COMMISSIONERS COURT 722 Moody, County Courthouse, Galveston, TX 77550 (409) 766-2244

Mark Henry Ryan Dennard Kevin O'Brien Stephen Holmes Ken Clark
County Judge Commissioner, Precinct 1 Commissioner, Precinct 2 Commissioner, Precinct 3 Commissioner, Precinct 4

AGENDA

December 20, 2013 – 9:30 AM

CONSENT AGENDA: ALL ITEMS MARKED WITH A SINGLE ASTERISK (*) ARE PART OF THE CONSENT AGENDA AND REQUIRE NO DELIBERATION BY THE COMMISSIONERS COURT. ANY COMMISSIONERS COURT MEMBER MAY REMOVE AN ITEM FROM THIS AGENDA TO BE CONSIDERED SEPARATELY.

In accordance with the provisions of the Americans with Disabilities Act (ADA), persons in need of a special accommodation to participate in this proceeding shall, within three (3) days prior to any proceeding contact the County Judge's office at 722 Moody, Galveston, Texas 77550 (409) 766-2244.

REGULARLY SCHEDULED MEETING

Call to Order

Invocation and Pledge of Allegiance

Consent Agenda

- *1. Submitted by Auditor's Office:
 - a. Approval of Accounts Payable Checks dated 12/20/13
 - b. Order for Payroll period ending 12/18/13 Bi-Weekly #26
 - c. Order for Supplemental Payroll period ending 12/18/13 Bi-Weekly #26
- *2. Consideration of *approving exemption to the 4 pay period mandatory vacancy policy for Administrative Clerk- Engineering (Psn #4)* submitted by Human Resources on behalf of Engineering.
- *3. Receive and file *Summary of Bi-Weekly Personnel Movements pay period #25, November 21- December 4* submitted by Human Resources.
- *4. Receive and file *Notice pursuant to H.B. 3059, Section 366.005 of Texas-New Mexico Power Company providing utility service to Galveston County* submitted by the County Judge.

- *5. Consideration of a *Resolution honoring the retirement of Ronald Blizzard from the Galveston County Parks & Senior Services Department* submitted by County Legal.
- *6. Consideration of *approving Articles of Incorporation and re-appointment of County Judge Mark Henry as Galveston County Director of the Gulf Coast Community Protection and Recovery District, Inc. Board* submitted by the County Judge.
- *7. Consideration *authorizing Galveston County Museum to accept donations* submitted by Director of Community Services.
- *8. Receive and file *the following items* submitted by the Purchasing Agent:
 - a. Local Government Purchasing Cooperative BuyBoard Rebate Check
 - b. State of Texas - JP Morgan Chase Procurement Card (P-card) Rebate Check
- *9. Consideration of *authorization to dispose of Salvage or Surplus Property* submitted by the Purchasing Agent.
- *10. Consideration of *authorization for the County Judge to sign Contracts for Election Services between the County Elections Division and the Galveston County Republican Party* submitted by the County Clerk.
- *11. Consideration of *authorization for the County Judge to sign Contracts for Election Services between the County Elections Division and the Galveston County Democrat Party* submitted by the County Clerk.
- *12. Consideration of *authorization for the March 4, 2014 Primary Elections to be conducted as a Countywide Vote Center Election* submitted by the County Clerk.
- *13. Reconsideration and rejection of *Resale Deed on the following tax foreclosed property (from 11/12/13 agenda item #18 a.)* submitted by the County Judge:
 - a. **CAD#: 7056-0000-0224-002**

Action Agenda

- 14. **Commissioner, Precinct 1**
 - a. Consideration of approving proposed Interlocal Agreement between the County and the Galveston County Rural Rail Transportation District concerning replacement of the existing Pelican Island bridge submitted by County Legal on behalf of Commissioner Dennard.
- 15. **Commissioner, Precinct 3**

- a. Consideration of authorizing the County Judge to execute a lease with NewQuest Properties for a CareHere Clinic location in League City submitted by County Legal on behalf of Commissioner Holmes.

16. **Community Services**

- a. Consideration of the acceptance of the Local Initiative Projects (LIP) allocation from the Texas Commission on Environmental Quality (TCEQ) as submitted by the Grants Manager.

17. **County Clerk**

- a. Consideration of creating a policy under Section 61.003 of the Texas Election Code, as amended, limiting the number of campaign signs that may be placed at any county-owned facility that is being used as a polling location, with support of Democrat and Republican Chairs.

18. **County Judge**

- a. Consideration of entering into an engagement letter with Beirne, Maynard & Parsons L.L.P. to assist Galveston County in the preparation of a redistricting plan for Galveston County Justice of the Peace/Constable Precincts and to represent the County in any related litigation submitted by County Legal on behalf of the County Judge.
- b. Consideration of authorizing the County Judge to execute a Third Amendment to Agreement Regarding Easements, Covenants and Restrictions between Galveston County, Mainland Shopping Center, Ltd., Sam's Real Estate Business Trust and Four Winds Investments, Inc. submitted by County Legal on behalf of the County Judge.
- c. Consideration of approval of the "2014 Options for Consideration" in relation to the Galveston County Employee Health Plan and wellness initiatives.
- d. Consideration of adopting policy imposing a reasonable limit on the amount of time that Galveston County personnel are required to spend producing public information for inspection or duplication by a requestor or providing copies of public information to a requestor without recovering the costs attributable to that personnel time, as allowed under Section 552.275 of the Texas Government Code.

19. **County Legal**

- a. Consideration of approval of an order to charge a fee of for each electronic filing transaction as allowed by section 72.031 of the Texas Government Code submitted by County Legal on behalf of the County Clerk and the District Clerk.

- b. Consideration of authorizing the County Judge to execute an Interlocal Agreement Between the City of League City and the County of Galveston for the Provision of Medical Services to City of League City Employees and their Dependents, to City of League City Eligible Retirees and their Dependents and City of League City COBRA Eligible Ex-Employees submitted by County Legal.
- c. **Break into Executive Session:**
- d. **Executive Session:** Texas Government Code Section 551.071, Consultation with Attorney: rendering legal advice about pending or contemplated litigation or on a matter in which the duty of the attorney to the County under the Texas Disciplinary Rules of Professional Conduct conflicts with the Open Meetings Act relating to No. 3:13-CV-308; Honorable Terry Petteway, et al vs. Galveston, Texas, et al; In the United States District Court For the Southern District Of Texas Galveston Division.
- e. **Executive Session:** Texas Government Code Section 551.071, Consultation with Attorney: rendering legal advice about pending or contemplated litigation or on a matter in which the duty of the attorney to the County under the Texas Disciplinary Rules of Professional Conduct conflicts with the Open Meetings Act relating to No. 13-CV-1542; The Lexus Project, Inc. vs. Galveston County Animal Resource Center, In the 405th Judicial District Court Galveston County, Texas.
- f. **Reconvene Into Regularly Scheduled Meeting.**

20. **Professional Services**

- a. Consideration of the following budget amendments:
 - 1. 14-029-1220-A
Emergency Management
 Request to fund twenty (20) meal cards for Galveston County employees who will be attending the Hurricane Training course at the Emergency Management Institute.
 - 2. 14-031-1220-B
Sheriff - Corrections
 Request to fund cell phone for Sheriff/Corrections - Internal Affairs Officer.
 - 3. 14-032-1220-C
Parks Department
 Request to an intradepartmental transfer - Replacement of Trailers to Fort

Travis Cabana Restoration.

4. 13-096-1220-A

Various Departments

Request intradepartmental/interdepartmental transfers to cover overage in various categories in various departments in fiscal year 2013.

21. **Purchasing**

- a. Request authorization to utilize a cooperative purchase for one (1) motor grader for Road & Bridge.
- b. Consideration of price increase on the following RFP:
 1. RFP #B122001 Transportation of Dead Human Bodies
- c. Consideration of awarding contract on the following Bid:
 1. B#141010 Galveston County Stop Loss RFP for 2014

Adjourn

WORKSHOP AGENDA

1. Discussion about feasibility of creating County Energy Transportation Reinvestment Zones for participation in Texas Department of Transportation grants program for certain transportation infrastructure projects.
2. Discussion on Seawall Paving with the City of Galveston.

Appearances before Commissioners Court

A speaker whose subject matter as submitted relates to an identifiable item of business on this agenda will be requested by the County Judge or other presiding court members to come to the podium where they will be limited to three minutes (3). A speaker whose subject matter as submitted does not relate to an identifiable item of business on this agenda will be limited to three minutes (3) and will be allowed to speak before the meeting is adjourned. Please arrive prior to the meeting and sign in with the County Clerk.

AGENDA ITEM #2.

REQUEST FOR EXEMPTION TO 4 PAY PERIOD MANDATORY VACANCY POLICY

Date: 12-10-13 DEPARTMENT REQUESTING EXEMPTION: Engineering

DATE JOB VACANT: 12-5-13 4PP END DATE: 1-30-13 DATE NEED FILLED: asap

JOB TITLE Administrative Clerk POSITION # 190100004

JOB POSTED Y CANDIDATE SELECTED Y BELOW 75% N PROMOTION N PC N

BUDGETED POSITION Y SALARY GRADE-STEP 9A SALARY \$ 27,104 GRANT FUNDED N

CREATED POSITION N JOB DESCRIPTION ATTACHED Y

BRIEF SUMMARY OF JOB Provides clerical support

JUSTIFICATION FOR EXEMPTION needs coverage

CAN OVERTIME FILL THIS SPOT WITHOUT HIRING ADDITIONAL EMPLOYEE? N IF Y, HOW MUCH
WOULD THE OVERTIME COST? \$ _____

DO YOU ATTEST THAT YOU CANNOT DISTRIBUTE THESE RESPONSIBILITIES WITH CURRENT EMPLOYEES,
MAKING THE ADDITIONAL HIRE NECESSARY? Y

RECOMMENDATION TO GRANT EXEMPTION REQUEST FROM HR DIRECTOR

RECOMMENDED _____ NOT RECOMMENDED _____

REASON NOT RECOMMENDED _____

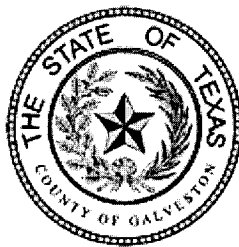
SUBMITTED FOR AGENDA Y DATE ON AGENDA 12-20-13

APPROVED _____

DOCUMENT ATTACHED : AGENDA AND BUDGET AMENDMENT

PARTIES CONTACTED TO APPEAR TO DISCUSS JUSTIFICATION FOR EXEMPTION IN CC? Y

WHO WILL APPEAR Mike Fitzgerald



Administrative Clerk Engineering

JOB SUMMARY

This position provides clerical support for department operations.

ESSENTIAL JOB FUNCTIONS

- Answers telephone and greets visitors; provides information and assistance; takes messages; refers callers to appropriate personnel.
- Receives, reviews and proofreads permit applications and plans.
- Assigns numbers to approved permits and enters information to database.
- Copies, mails and files signed and completed permits.
- Receives and records incoming checks.
- Prepares inspection requests.
- Prepares and balances bank deposits.
- Processes incoming and outgoing mail.
- Types and proofreads correspondence.
- Prepares monthly reports.
- Prepares, updates and maintains files and logs.
- Able to report regularly for work and be on time.
- Performs related duties.

KNOWLEDGE REQUIRED BY THE POSITION

- Knowledge of modern office practices and procedures.
- Knowledge of modern office equipment.
- Knowledge of the regulations and requirements related to permit issuance.
- Skill in the operation of computers and job related software programs.
- Skill in decision making and problem solving.
- Skill in dealing with the public.
- Skill in oral and written communication.

SUPERVISORY CONTROLS

The Floodplain Administrator/Permit Manager assigns work in terms of general instructions. The supervisor spot-checks completed work for compliance with procedures, accuracy, and the nature and propriety of the final results.

GUIDELINES

Guidelines include FEMA floodplain regulations, IRC Codes, and department policies and procedures. These guidelines are generally clear and specific, but may require some interpretation in application.

COMPLEXITY/SCOPE OF WORK

- The work consists of related clerical duties. Frequent interruptions contribute to the complexity of the position.
- The purpose of this position is to provide clerical support for the department operations. Success in this

position contributes to the efficiency and effectiveness of office operations.

CONTACTS

- Contacts are typically with co-workers, other county personnel, homeowners, contractors, and members of the general public.
- Contacts are typically to provide services, to give or exchange information, or to resolve problems.

PHYSICAL DEMANDS/ WORK ENVIRONMENT

- The work is typically performed sitting at a desk or table or while intermittently sitting, standing, or stooping.
- The work is typically performed in an office.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY

None.

MINIMUM QUALIFICATIONS

- Ability to read, write and perform mathematical calculations at a level commonly associated with the completion of high school or equivalent.
- Sufficient experience to understand the basic principles relevant to the major duties of the position, usually associated with the completion of an apprenticeship/internship or of having had a similar position for one to two years.
- Possession of or ability to readily obtain a valid driver's license issued by the State of Texas for the type of vehicle or equipment operated.

PAY GRADE AND FLSA STATUS

- Pay Grade: 9 FLSA Status: Non-exempt
- Date Created: _____ Approved by: _____
- Date Revised: _____ Approved by: _____

JOB DESCRIPTION CERTIFICATION

I certify that I have read and understand this job description and that it is an accurate description of my work.

Employee's Signature

Print Name

Date

I certify that I have read and understand this job description and that it is an accurate description of this employee's work.

Supervisor's Signature

Print Name

Date

Galveston County will provide equal employment opportunity for all qualified applicants and current employees without regard to race, color, religion, ancestry or national origin, genetic information, disability, Vietnam era and disabled veteran status, age or sex (except where age or sex is a bona-fide occupational qualification), and marital status in human resources matters, including recruitment and hiring, training, promotion, salaries and other compensation, transfer and lay off or termination. In the implementation of this policy, we will actively seek persons for all job levels within the organization and outside the organization through promotions and recruitment from all races and genders. In addition to these protected categories, Galveston County complies with the anti-discrimination statutes in each of the localities in which it operates. Galveston County recognizes its duty to comply with the American with Disabilities Act and when applicable, the Rehabilitation Act of 1973. Contact the Human Resources Department with questions regarding ADA accommodations or discrimination issues at (409) 770-5418

AGENDA ITEM #3.

Summary of Bi-Weekly Personnel Movements

Pay Period #25 : November 21 - December 4, 2013

Department	Positions Budgeted	Current Appointments					Total	Current Movements					Total	Current Separations					Total
		FT	HT	PT	HR	Res		Promo	Reclass	Reassign	Trans	Sal Adj		Demote	Vol	Invol	Retire	Death	
General Government	1.00						0												0
Facilities	18.0						0												0
Fleet Management	12.0						0												0
Professional Services	8.0						0												1
Road District #1	4.0						0												0
County Judge	4.0						0											1	1
County Commissioners	8.0						0												0
Tax Office	50.0						0												0
County Auditor	31.0						0	1											0
County Clerk	43.0						0												0
County Clerk Records Mgmt	2.0						0												0
County Clerk Records Archives	6.0						0												0
County Clerk Elections	5.0						0												0
Purchasing Agent	7.0						0												0
County Treasurer	7.0						0												0
Veterans Service	3.0						0												0
Human Resources	5.0						0												0
County Legal	6.0						0												0
Justice Administration	10.0	1					1												0
District Courts	19.0						0												0
County Courts	9.0						0												0
County Probate Court	6.0						0												0
Justice Courts	35.0						0												0
District Clerk	51.0	1					1			3									0
District Attorney	73.0						0												0
Pre-Trial Release	7.0						0												0
Sheriff	492.0	3					3	10										1	2
Constables	42.0						0												0
Child Welfare	1.0						0												0
Emergency Management	4.0						0												0
Courthouse Security	3.0						0												0
Extension Services	9.0						0												0
County Engineer	6.0						0												0
Building Inspector	2.0						0												0
Community Services	4.0						0												0
Information Technology	43.0						0											1	2
County Parks and Senior Services	64.0						0												1
Museum	2.0						0												0
Road & Bridge/Flood/Beach	68.0						0												1
County Health District	1.0						0												1
Juvenile Justice	69.0	1					1												0
Mosquito Control	11.0						0												1
Right of Way	1.0						0												0
Seawall Maintenance	6.0						0												0
Housing & Economic Dev	7.0						0												0
Adult Probation	54.0						0												0
Grand Total	1319.0	6	0	0	0	0	6	11	0	3	0	0	0	14	6	0	3	0	9
Job Applications Received	114																		

Galv Cnty Production

Employee Pay Assignment Changes for Payroll Period : 11/21/2013 thru 12/4/2013

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
111101	County Commissioner-Pct	ICHERRY, JANE A	FTBE	2 ADMINISTRATIVE ASSISTANT		11/30/2013	1201	\$44,413	1,708.20 B	TERMINATION
114030	Election Expense	OCTAVIANI, ROSA E	PTBL	500 ELECTION WORKER-TEMP	11/21/2013		0000	\$10,400	10.00 H	APPOINTMENT
121000	Justice Administration	MERRIWEATHER, JAVON	FTBE	11 DEPUTY CLERK	12/2/2013		10D1	\$30,665	1,179.45 B	APPOINTMENT
126100	District Clerk	FULLEN, BRADLEY B	FTBE	97 DEPUTY DISTRICT CLERK	11/21/2013		10A1	\$28,476	1,095.24 B	REASSIGNMENT
126100	District Clerk	HENRY, RHONDA B	FTBE	6 SUPERVISOR	11/21/2013		16F1	\$43,329	1,666.54 B	REASSIGNMENT
126100	District Clerk	KAIN, ROLANDE JEANNE	FTBE	15 DEPUTY DISTRICT CLERK	11/21/2013		10A1	\$28,476	1,095.24 B	APPOINTMENT
126100	District Clerk	PACKARD, LINDA B	FTBE	3 ADMINISTRATIVE MANAGER	11/21/2013		19F1	\$50,249	1,932.67 B	REASSIGNMENT
151300	County Auditor	BULANEK, KRISTIN R	FTBE	21 MANAGER-COMPLIANCE &	11/21/2013		0000	\$78,101	3,003.92 B	PROMOTION
151400	Professional Services	TRAMMELL, MELVIN G	FTBE	1 DIRECTOR OF FINANCE & ADMIN	11/29/2013		0000	\$159,387	6,130.27 B	TERMINATION
159100	Information Technology	ALLEN, JJ	FTBE	51 ADMINISTRATIVE	12/4/2013		18E1	\$46,661	1,794.68 B	TERMINATION
159100	Information Technology	FITE, CAROLYN M	FTBE	16 CUSTOMER SUPPORT MANAGER	11/30/2013		25G1	\$88,670	3,410.41 B	TERMINATION
211121	Criminal Investigation	COLLINS, CLAUDE W	FTBE	17 INVESTIGATOR-CID	11/30/2013		18O1	\$59,730	2,297.34 B	TERMINATION
211133	Corrections-Sheriff	BARAJAS, HECTOR D	FTBE	39 DEPUTY 1	11/26/2013		13D1	\$35,562	1,367.80 B	CAREER LADDER
211133	Corrections-Sheriff	FAULIN, LARISSA	FTBE	279 BOND CLERK	11/26/2013		09A1	\$27,104	1,042.46 B	APPOINTMENT
211133	Corrections-Sheriff	FORSYTHE, CHRISTOPHER	FTBE	162 DEPUTY 1	11/26/2013		13D1	\$35,562	1,367.80 B	CAREER LADDER
211133	Corrections-Sheriff	GARDNER, ASHLEY N	FTBE	126 DEPUTY 1	11/26/2013		14G1	\$40,236	1,547.54 B	CAREER LADDER
211133	Corrections-Sheriff	GARZA, JOLYNN C	FTBE	243 DEPUTY 1	11/26/2013		13D1	\$35,562	1,367.80 B	CAREER LADDER
211133	Corrections-Sheriff	GILLANE, JOSEPH A	FTBE	263 DEPUTY 1	11/26/2013		13D1	\$35,562	1,367.80 B	CAREER LADDER
211133	Corrections-Sheriff	GOMEZ, CHRISTOPHER R	FTBE	276 DEPUTY 1	11/26/2013		13D1	\$35,562	1,367.80 B	CAREER LADDER
211133	Corrections-Sheriff	HUNT, ZACHARY THOMAS	FTBE	203 ENTRY LEVEL	12/2/2013		12D1	\$33,849	1,301.90 B	APPOINTMENT
211133	Corrections-Sheriff	LANDIS, JOSHUA R	FTBE	29 DEPUTY 1	11/26/2013		13D1	\$35,562	1,367.80 B	CAREER LADDER
211133	Corrections-Sheriff	SCHLAGETER, JEREMI M	FTBE	184 DEPUTY 1	11/21/2013		13D1	\$35,562	1,367.80 B	TRANSFER
211133	Corrections-Sheriff	ZUNIGA, RYAN	FTBE	201 ENTRY LEVEL	12/2/2013		12D1	\$33,849	1,301.90 B	APPOINTMENT
211143	Patrol Division	DUNHAM, GARRETT W	PTNS	35 DEPUTY, PART-TIME	11/30/2013		0000	\$1,548	59.55 B	TERMINATION
255100	Adult Probation	NGUYEN, MARGARITA C	FTBE	18 PROBATION OFFICER	11/25/2013		0000	\$35,174	1,352.88 B	ACCT # CHANGE

Galv Cnty Production

Employee Pay Assignment Changes for Payroll Period : 11/21/2013 thru 12/4/2013

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
256118	Detention	DOUGLAS JR, ERYVINE	FTBE	47 JUVENILE SUPERVISION OFCR	11/21/2013		1200	\$32,665	1,256.38 B	APPOINTMENT
295100	Courthouse Security	DYER, MICHAEL J	FTBE	2 DEPUTY I	11/26/2013		13D1	\$35,562	1,367.80 B	CAREER LADDER
295100	Courthouse Security	ORTEGA, CARLOS	FTBE	1 DEPUTY I	11/26/2013		13D1	\$35,562	1,367.80 B	CAREER LADDER
295100	Courthouse Security	WUNEBURGER,	FTBE	3 DEPUTY I	11/26/2013		13D1	\$35,562	1,367.80 B	CAREER LADDER
296100	Flood Control	PETREE, PATTY M	FTBE	16 HEAVY EQUIPMENT OPERATOR I		11/22/2013	09A1	\$27,104	1,042.46 B	TERMINATION
443100	Indigent Care and Med.	HOGAN, DWANETTE F	FTBE	14 GUARDIAN/PAYEE OFFICER		12/2/2013	15D1	\$39,254	1,509.80 B	TERMINATION
522020	Parks Division	BLIZARD, RONALD J	FTBE	11 DISTRICT SUPERVISOR	11/29/2013	11/30/2013	17F1	\$45,523	1,750.90 B	TERMINATION

AGENDA ITEM #4.



STACY WHITEHURST
VICE PRESIDENT OF REGULATORY AFFAIRS

577 N. Garden Ridge Blvd
Lewisville, TX 75067-2691

RECEIVED
DEC 09 2013

December 2, 2013

GALVESTON COUNTY JUDGE

Honorable Judge Mark Henry
722 Moody, 2nd Floor
Galveston, TX 77550

County: **Galveston**

Dear Honorable Judge Henry:

As required in House Bill 3059, Section 366.005, Texas-New Mexico Power Company hereby provides the enclosed new utility service connections for the county you represent.

Any questions please contact Lyn Sekiguchi at 469-484-8581.

Sincerely,

A handwritten signature in dark ink, appearing to read "Stacy R. Whitehurst". The signature is fluid and cursive, with the first name "Stacy" being the most prominent.

Stacy R. Whitehurst

Encl.

SRW/lis

BACU1090
Date: 02-DEC-2013

Texas New Mexico Power Company
New Premise Turn-Ons
577 N. Garden Ridge Blvd
Lewisville, Texas 75067
Phone: 972-420-4189

Page: 8

County: GALVESTON

Service Address	City/State/Zip	Established Date	Prem Code
S 2360 GULF FWY UNIT 100	LEAGUE CITY TX 77573	21-NOV-2013	602649
5017 ALLEN CAY	TEXAS CITY TX 77590	21-NOV-2013	602709
2711 KENTUCKY AVE	LEAGUE CITY TX 77573	18-NOV-2013	601962
2709 KENTUCKY AVE	LEAGUE CITY TX 77573	18-NOV-2013	601961
2705 KENTUCKY AVE	LEAGUE CITY TX 77573	18-NOV-2013	601959
1115 3RD ST UNIT GARAGE	LEAGUE CITY TX 77573	21-NOV-2013	602739
2206 ONYX CT	TEXAS CITY TX 77591	19-NOV-2013	602380
5421 FOREST COVE DR	DICKINSON TX 77539	18-NOV-2013	602229
2214 ONYX CT	TEXAS CITY TX 77591	19-NOV-2013	602379
2707 KENTUCKY AVE	LEAGUE CITY TX 77573	18-NOV-2013	601960

AGENDA ITEM #5.



COUNTY OF GALVESTON

On this the 20th day of December, 2013, the **Commissioners' Court of Galveston County, Texas** convened in a regularly scheduled meeting with the following members thereof present:

Mark Henry, County Judge;
Ryan Dennard, Commissioner, Precinct No. 1;
Kevin O'Brien, Commissioner, Precinct No. 2;
Stephen D. Holmes, Commissioner, Precinct No. 3;
Kenneth Clark, Commissioner, Precinct No. 4; and
Dwight D. Sullivan, County Clerk

when the following proceedings, among others, were had, to-wit:

Whereas, on November 30, 2013, one of Galveston County's most dedicated, beloved and devoted employees, **Ronald Blizzard** retired from his position with the **Galveston County Department of Parks and Senior Services**; and

Whereas, **Ronald** began his distinguished career with **Galveston County Department of Parks and Senior Services** on May 1, 1997 as a Park Keeper II. Since his first day of employment **Ronald** was an invaluable asset to the **Galveston County Department of Parks**, always showing himself to be a devoted and compassionate individual with a flair for efficiency and organization. Due to the continued excellence of his performance, he was promoted to District Foreman on September 13, 2001, a position that he held through his last day of employment; and

Whereas, **Ronald's** knowledge, skill, integrity, and dedication to duty were demonstrated on a daily basis for the over sixteen years he worked for the **Galveston County Department of Parks**. He was the Supervisor for the implementation of the **Galveston County Bolivar Beach Sticker Program** which began in 2007. His friendly attitude and skillful manners were well recognized and appreciated not only by his supervisors and co-workers but also by those who have had the pleasure of coming in contact with him. Without the conscientious, dedicated, and hard work of employees like **Ronald Blizzard**, the operations of the **Galveston County Department of Parks** would have been severely hampered; and

Whereas, **Ronald's** retirement will leave a void in the hearts of the people he had worked with for so long and so well. He will be sorely missed by all those who have had the privilege and honor of working with him. He has participated in the TRAPS rodeo. He has received numerous certificates for many classes he has taken and he also has his Pesticide Applicator License. Many of the staff that worked for him said he was a very kind and giving man. He always made his staff feel comfortable and would assist them in all areas of their work if needed; and

Whereas, the **Commissioners' Court of Galveston County, Texas** wishes to express its appreciation to **Ronald Blizzard** for his long and faithful service to the County and wishes him luck in his future endeavors and good health for many years to come.

Now, Therefore Be it Resolved, that the **Commissioners' Court of Galveston County, Texas** issues this **Resolution of Appreciation to Ronald Blizzard** in thanks for his many years of faithful and unselfish dedication and devotion to all citizens of Galveston County.

Upon Motion Duly Made and Seconded, the above Resolution was unanimously passed this 20th day of December, 2013.

Attest:

By: **County of Galveston, Texas**

Dwight D. Sullivan, County Clerk

Mark A. Henry, County Judge

Ryan Dennard, Comm., Pct. #1

Kevin D. O'Brien, Comm., Pct. #2

Stephen D. Holmes, Comm., Pct. #3

Kenneth Clark, Comm., Pct. #4

AGENDA ITEM #6.



COUNTY OF GALVESTON

On this the 20th day of December, 2013, the **Commissioner's Court of Galveston County, Texas** convened in a regularly scheduled meeting with the following members thereof present:

Mark Henry, County Judge;
Ryan Dennard, Commissioner, Precinct No. 1;
Kevin O'Brien, Commissioner, Precinct No. 2;
Stephen D. Holmes, Commissioner, Precinct No. 3;
Kenneth Clark, Commissioner, Precinct No. 4; and
Dwight D. Sullivan, County Clerk

when the following proceedings, among others, were had, to-wit:

WHEREAS, Gulf Coast Community Protection and Recovery District, Inc. (the "Corporation") was incorporated by the Counties of Brazoria, Chambers, Galveston, Harris, Jefferson and Orange (collectively the "Sponsors") to aid the upper gulf coast region in the development of a regional plan to protect the region from future storm surge; and

WHEREAS, the Articles of Incorporation of the Corporation state that each sponsoring County appoints one (1) director to the board of directors of the Corporation, with each director serving a three (3) year term; and

WHEREAS, the Articles of Incorporation state that the Corporation's three (3) at large directors shall be appointed by a majority of the Sponsors, with each director serving a three (3) year term; and

WHEREAS, the term of the Galveston County director of the Corporation has expired and Galveston County wishes to appoint County Judge Mark Henry as a director of the Corporation; and

WHEREAS, the Articles of Incorporation of the Corporation require that the Commissioner's Court of each sponsoring County approve any amendment of the Corporation that exceeds SIX HUNDRED THOUSAND (\$600,000.00) DOLLARS; and

WHEREAS, the Corporation has entered into a professional services agreement with Dannenbaum Engineering Corporation ("Dannenbaum"), and the Corporation desires to amend such professional services agreement for administrative efficiency, to enable the Corporation to use subcontractors to assist with the Corporation's planning activities necessary to develop a comprehensive plan for long-term mitigation and recovery from storm surge, flooding and wind-related disaster events; and

WHEREAS, it is necessary that the **Commissioner's Court of Galveston County, Texas** authorize its appointed director of the Corporation, to authorize the President of the Corporation to negotiate, execute and deliver an amendment to the professional services agreement by and between the Corporation and Dannenbaum in an additional amount of up to \$2,000,000.00 in the aggregate for services to be provided by such subcontractors as may be approved from time to time by the board of directors of the Corporation.

NOW THEREFORE, BE IT RESOLVED, the **Commissioner's Court of Galveston County, Texas** hereby appoints County Judge Mark Henry as a director of the Corporation; and

BE IT FURTHER RESOLVED that the Commissioner's Court of Galveston County, Texas hereby appoints Jim Sutherlin, Project Leader, Texas Parks and Wildlife Department and Lisa LaBean, Chemical Engineer with Dow Chemical Company, as the at large directors of the Corporation; and

BE IT FURTHER RESOLVED that the **Commissioner's Court of Galveston County, Texas** hereby grants the authority necessary to County Judge Mark Henry, as a director of the Corporation, to authorize the President of the Corporation to negotiate, execute and deliver an amendment to the professional services agreement by and between the Corporation and Dannenbaum in an additional amount of up to \$2,000,000.00 in the aggregate for services to be provided by such subcontractors as may be approved from time to time by the board of directors of the Corporation.

Upon Motion Duly Made and Seconded, the above Resolution was unanimously passed on this the 20th day of December 2013.

Attest:

By: County of Galveston, Texas

Dwight D. Sullivan, County Clerk

Mark A. Henry, County Judge

Ryan Dennard, Comm., Pct. #1

Kevin D. O'Brien, Comm., Pct. #2

Stephen D. Holmes, Comm., Pct. #3

Kenneth Clark, Comm., Pct. #4

AGENDA ITEM #7.



COUNTY of GALVESTON

Galveston County Museum

123 Rosenberg, Suite 4157 • Galveston, Texas 77550
409-766-2340

December 5, 2013

Ms. Connie Nicholson
Community Services Department
County of Galveston
722 Moody Ave., 5th Floor
Galveston, TX 77550

Dear Ms. Nicholson,

Enclosed is the list of donations to the Galveston County Museum for calendar year 2013. The list shows the donor and the items received for the Museum collections. This list should be presented for approval ("Receive and File") at the next opportunity at Commissioner's Court.

Thank you very much.

Sincerely,

A handwritten signature in dark ink, appearing to read "Helen D. Mooty", is written over a horizontal line.

Helen D. Mooty
Director

encl: 2013 museum donations

Galveston County Museum

Final List of Donations for Calendar Year 2013

1. National Oceanic and Atmospheric Administration: 1807–2007 commemorative coin.
2. Jennifer Marines: Postcard, rifle range, Galveston, Texas.
3. Emma Lee: Dessert plate from the Buccaneer Hotel.
4. Jackie Soileau: Postcard, The Original Mexican Café.
5. Helen Mooty: 1899–1900 Galveston City Directory; John F. Kennedy calendar.
6. Judy Glass Jordan: Set of (12) pewter plates featuring Galveston buildings; set of (7) miniature wooden Galveston buildings.
7. Sandra Tavener: 1908 wedding gown.
8. Joan Leggett: 1913 lace scarf; (3) women's slips; infant Christening gown; woman's dress.
9. Dash Beardsley: Book, *The Complete Story of the Galveston Horror*.
10. Charles and Jacqueline Simon: Pre–1900 hotel desk bell.

AGENDA ITEM #8.a.



THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPO CPPB
PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
GALVESTON, TEXAS 77550
(409) 770-5371

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

December 10, 2013

Honorable County Judge
And Commissioners' Court
County Courthouse
Galveston, Texas

Re: Local Government Purchasing Cooperative – BuyBoard Rebate Check


Gentlemen,

As a result of the growth of The Local Government Purchasing Cooperative and Galveston County commissioners' Court's cooperative involvement in the Local Government purchasing Cooperative – BuyBoard, distribution of \$3.5 million is being rebated to eligible members. As a direct result of the County's involvement in fiscal year 2012-13 a check totaling \$459.70 has been forwarded to the County Treasurer for deposit into the general fund.

A copy of the check is attached for your review.

The Purchasing Department will continue to strive to find ways to bring value to the procurement function through cooperative e-procurement initiatives.

Respectfully submitted,


Rufus G. Crowder, CPPO, CPPB
Purchasing Agent
County of Galveston County

Attachments



P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

December 6, 2013

RE: Rebate Check

Dear BuyBoard member:

We are pleased to present your organization with the enclosed rebate check.

Because of your participation and confidence in The Local Government Purchasing Cooperative and BuyBoard®, the program has grown tremendously over the last few years. The purchasing volume exceeded \$700 million for the 2012-13 fiscal years, and membership has grown to over 4,500 members throughout the state.

As a result of the continued growth, the Coop is sending rebate checks to eligible members. The rebate is reflective of the Coop collecting more in vendor service fees than it needed to cover its annual expenditures. As a result, the Cooperative Board approved a distribution of \$3.5 million to be rebated to 1,208 members, with each entity's rebate based on the amount of vendor service fees generated by its purchases. The enclosed check results from your participation in the Cooperative for the 2012-13 fiscal years.

Our goal is to continue to offer high-quality products at competitive prices from top-performing vendors so that you always find value in the Cooperative and BuyBoard.

Thank you for your participation in the Cooperative, and we look forward to serving you even better in the future.

Sincerely,

A handwritten signature in black ink, appearing to read "Antonio Gracia".

Mr. Antonio Gracia
Chair
The Local Government Purchasing Cooperative

The Local Government Purchasing Cooperative
P.O. Box 400
Austin, Texas 78767-0400
(800) 695-2919

JPMorgan Chase Bank, N.A., Dallas, TX
Controlled Disbursement

88-88/1113

00010938

12/3/2013

Vendor No. 84275

FOUR HUNDRED FIFTY NINE AND 70/100*****

\$*****459.70

VOID IF NOT CASHED IN 90 DAYS

PAY TO THE ORDER OF GALVESTON COUNTY
722 MOODY AVE, 5TH FLOOR
GALVESTON TX 77550



VOID IF OVER \$459.70

⑈00010938⑈ ⑆111300880⑆ 734240047⑈

THE FACE OF THIS CHECK IS BROWN ON WHITE PAPER AND AN ARTIFICIAL WATERMARK APPEARS ON BACK OF CHECK.

The Local Government Purchasing Cooperative
P.O. Box 400
Austin, Texas 78767-0400
(800) 695-2919

Net Amount: \$*****459.70
Payee Name: GALVESTON COUNTY

00010938
12/3/2013

Invoice Number	Invoice Date	Description	Gross	Discount	Amount Paid
113013	12/2/2013	2012-13 COOP BUYBOARD REBA	459.70		459.70
TOTAL			459.70		459.70

AGENDA ITEM #8.b.



THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPO CPPB
PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
GALVESTON, TEXAS 77550
(409) 770-5371

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

December 11, 2013

Honorable County Judge
And Commissioners' Court
County Courthouse
Galveston, Texas

Re: State of Texas – JPMorgan Chase – Procurement Card (P-Card) Rebate Check

Gentlemen,

As a result of the Galveston County Commissioners' Court's cooperative involvement in the U.S. Communities Government Purchasing Alliance, the following check totaling \$44,144.49 has been forwarded to the County Treasurer for deposit into the general fund.

This check represents customer rebate monies due to the County for the period of September 1, 2012 through August 31, 2013.

The Purchasing Department will continue to strive to find ways to bring value to the procurement function through cooperative e-procurement initiatives.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Rufus G. Crowder", is written over a horizontal line.

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
County of Galveston

Texas Payment Card Rebate Payment

Dear DARLA MCCULLOUGH:

J.P. Morgan is pleased to inform you that GALVESTON COUNTY has earned a rebate payment based on your aggregate J.P. Morgan procurement card activity from September 1, 2012-August 31, 2013. A total of \$44,144.49 has been dispersed as follows:

**Payment will be transferred into account ending in
3196**

For the calculation period, your Qualified Charge Volume of \$2,989,535.39 was calculated at a rate of 160 basis points. Your Large Ticket volume of \$99,159.48 was calculated at a rate of 20 basis points. Your credit losses of \$0.00 were deducted.

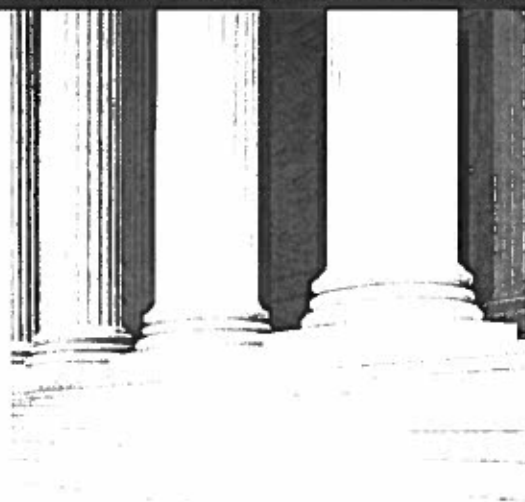
Please note that if you have multiple procurement card corporate accounts, you may receive multiple payments where the aggregate amount of those payments equal the total payment amount listed above.

Please extend our thanks to everyone in your organization who has contributed to the success of your card program. This incentive payment represents our ongoing commitment to GALVESTON COUNTY. A successful partnership benefits both of our organizations. As we continue moving forward, be assured that J.P. Morgan remains dedicated to helping your organization maximize program efficiencies and cost savings.

Thank you for your business and trust in J.P. Morgan. We look forward to the continued success and growth of our business partnership.

Sincerely,

JPMorgan Chase Client Relations Team
1-888-508-9758



NO. 143860

The Treasurer of Galveston County, Texas
received from

The source and purpose of the above amount is

Texas Comptroller of Public Accounts

JP Morgan/Chase Credit Card Rebate

Credit County Funds As Follows:

the sum of
44,144.49

44,144.49

BANK DATA (TO BE COMPLETED BY THE COUNTY TREASURER)					
BANK DEPOSIT DATE	DEPOSIT SLIP NUMBER	BANK ACCOUNT TITLE	BANK ACCOUNT NUMBER	INTERNAL ACCOUNT CODE	AMOUNT
11/18/2013		Demand	7431431	0002-1012243	44,144.49

In accordance with Chapter 113, subchapter B, L.G.C. I have received the above said funds.

Date Funds Received 11/18/2013

Received a Copy of this Deposit Warrant: Date

County Treasurer:
Kevin C. Walsh, CPA

County Auditor

By: K. Kolaja

By

AUDITOR'S COPY

AGENDA ITEM #9.



THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPO CPPB
PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
GALVESTON, TEXAS 77550
(409) 770-5371

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

December 13, 2013

Honorable County Judge
And Commissioners' Court
County Courthouse
Galveston, Texas

Re: Disposal of Salvage or Surplus Property

Gentlemen,

It is requested that authorization be granted to dispose of the salvage and/or surplus property items represented on the attached awaiting disposal (AD) list. This request is per the instructions outlined in the Texas Local Government Code, section 263.152, Disposition.

These items will be placed on the GovDeals website or other authorized means of disposal within 30 days after authorization is granted.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

A handwritten signature in black ink that reads "Rufus Crowder" with a small "K.D." written above the end of the name.

Rufus Crowder, CPPO CPPB
Purchasing Agent
County of Galveston

Attachment

Dickey, Tammy

From: Beshears, Vickie
Sent: Friday, December 13, 2013 2:14 PM
To: Dickey, Tammy
Subject: CC Agenda Request
Attachments: Scanned from a Xerox Multifunction Device.pdf

Hello Tammy,

Please place on the next available Commissioners Court agenda an item to properly dispose of the items listed below and on the attached disposal listing.

Parks Department

- 11 ea pieces of used granite slab (removed during courthouse renovation)
- 2 ea John Deere broom attachments (60" and 84")
- 1 ea John Deere power washer
- 2 ea stadium bleachers
- 1 ea wood engraver

Elections

- 5 ea E-slates (portable voting machines)

Please let me know if you have any questions.

Vickie Beshears
Fixed Asset Property Manager
Galveston County
409-770-5417 Phone
409-621-7991 Fax

**GALVESTON COUNTY, TEXAS
FIXED ASSET AWAITING DISPOSAL LISTING**

FAID	Dept	PC	Description	Year	Make	Model	Serial No
749	522020	MA	TRACTOR	1996	MASSEY-FERGUSEN	2832	D44167
27062	522020	MA	MOWER	2004	JOHN DEERE	1445	TC1445D040074
27129	522020	MA	MOWER	2005	JOHN DEERE	1445	TC14450050338
29222	522020	MA	MOWER	2006	JOHN DEERE	1445	TC1445D060492
31801	522020	MA	10' TRAILER	2004	R&D	UTILITY	1R9BU10154M477996
31818	522020	MA	10' TRAILER	2002	TOPHAT	UTILITY	4R7BU10192T038357

Record Count: 6
12/13/2013 Page 1

Beshears, Vickie

From: Lopez, Renelle
Sent: Wednesday, December 11, 2013 3:20 PM
To: Beshears, Vickie
Cc: Parker, Cameron
Subject: Pre-Disposal Disclosure Forms
Attachments: img-Z11151709-0001.pdf

Vickie,

Attached please find the forms that you requested from Cameron for the asset pre-disposal disclosure forms.

Thanks,
Renelle

Renelle Lopez, Executive Administrative Assistant

Galveston County Parks & Senior Services

4102 Main Street (FM 519)

La Marque, Texas 77568

(409) 934-8130 Direct

(409) 934-8100 Parks Administrative Office

renelle.lopez@co.galveston.tx.us

www.galvestonparks-seniors.org

Find us at www.facebook.com/GalvestonCountytx and join the conversation!

Follow us on Twitter at www.twitter.com/GalCoTx



GENERAL ASSET PRE-DISPOSAL DISCLOSURE FORM

Date: 12/11/13

To: Purchasing Department, Attention: Fixed Asset Property Manager

From:

[Signature]
Authorized Signature

Cameron Parker
Print Name

PARD
Department/Division

Re: Pre-disposal disclosure

Method of Disposal: ☐ Destroy ☐ Scrap ☐ Salvage Starting Bid \$ 800

Please describe the item to the best of your knowledge. Please list any and all defects.

Disposal of FAID No: _____ Description: _____

Make: GRANITE SLAB Model: _____

Serial VIN: _____ Year: _____ Color: ROSE

Description of Use: USED FROM COURTHOUSE

Reason for Disposal: PREVIOUSLY REPLACED

Is this item currently in sound working condition? ☒ Yes ☐ No

If no, please describe and list all defects.

Other: ELEVEN ROSE COLORED GRANITE SLABS OF UNIFORM WIDTH AND HEIGHT WITH VARYING LENGTH - POLISHED TOPS AND LOCKING EDGES

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

1/1/14
Date Form Processed

VB
Fixed Asset Property Manager



GENERAL ASSET PRE-DISPOSAL DISCLOSURE FORM

Date: 12/11/13

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: [Signature]
Authorized Signature

Cameron Parker
Print Name

PARD
Department/Division

Re: Pre-disposal disclosure

Method of Disposal: ☐ Destroy ☐ Scrap ☐ Salvage Starting Bid \$ 300

Please describe the item to the best of your knowledge. Please list any and all defects.

Disposal of FAID No: _____ Description: 60" BROOM

Make: JOHN DEERE Model: 60 HEAVY DUTY BROOM

Serial VIN: TCL60FMXD30304 Year: _____ Color: GREEN

Description of Use: BROOM ATTACHMENT FOR JOHN DEERE

Reason for Disposal: EXTRA

Is this item currently in sound working condition? ☐ Yes ☒ No

If no, please describe and list all defects.

PINS MISSING FOR TILT MECHANISM - NO PTO SHAFT

Other: OVERALL MATERIAL CONDITION IS EXCELLANT - BARELY USED

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

12/10/13
Date Form Processed

VB
Fixed Asset Property Manager



GENERAL ASSET PRE-DISPOSAL DISCLOSURE FORM

Date: 12/11/13

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: [Signature] Cameron Parker PARD
Authorized Signature Print Name Department/Division

Re: Pre-disposal disclosure

Method of Disposal: Destroy Scrap Salvage Starting Bid \$ 300

Please describe the item to the best of your knowledge. Please list any and all defects.

Disposal of FAID No: Description:

Make: JOHN DEERE Model: LAZARITE PRO B-1 84

Serial VIN: TD3A84X600175 Year: Color: BLACK

Description of Use: 84" BARR ATTACHMENT

Reason for Disposal: NO LONGER NEEDED

Is this item currently in sound working condition? ☒ Yes ☐ No

If no, please describe and list all defects.

Other: DEATHS DINGS PERLINO PAINT SURFACE RUST - HYDRAULIC LINES AND
CYLINDERS AND CONNECTIONS IN GOOD CONDITION - FITS MULTIPLE PLANTERS

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

12/13/13
Date Form Processed

[Signature]
Fixed Asset Property Manager



GENERAL ASSET PRE-DISPOSAL DISCLOSURE FORM

Date: 12/11/13

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: [Signature]
Authorized Signatory

Cameron Parker
Print Name

PARD
Department/Division

Re: Pre-disposal disclosure

Method of Disposal: Destroy Scrap Salvage Starting Bid \$ 300

Please describe the item to the best of your knowledge. Please list any and all defects.

Disposal of FAID No: _____ Description: _____

Make JOHN DEERE Model: AC-300DEH

Serial VIN: 15041250 Year: _____ Color: BLACK

Description of Use: POWER WASHER

Reason for Disposal: MATERIAL CONDITION

Is this item currently in sound working condition? Yes ☒ No ☐

If no, please describe and list all defects

RUSTED FITTINGS - PUMP LEAKS - FUSERS BLOWN - BOILER INOPERABLE - TIRES LEAK -
NO HOSE - NO GUN

Other: ELECTRIC MOTOR RUN FINE WITH NEW FUSE

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

2/3/13
Date Form Processed

VB
Fixed Asset Property Manager



GENERAL ASSET PRE-DISPOSAL DISCLOSURE FORM

Date 12/11/13

To: Purchasing Department, Attention: Fixed Asset Property Manager

From:

[Signature]
Authorized Signature

Cameron Parker
Print Name

PARD
Department/Division

Re: Pre-disposal disclosure

Method of Disposal: ☐ Destroy ☐ Scrap ☐ Salvage Starting Bid \$ 1000 each

Please describe the item to the best of your knowledge. Please list any and all defects.

Disposal of FAID No: _____ Description: _____

Make: STADIUM BLEACHERS X2 Model: _____

Serial VIN: _____ Year: _____ Color: GALVANIZED

Description of Use: BLEACHERS AT RUNGE PARK RODEO ARENA

Reason for Disposal: MATERIAL CONDITION / LACK OF USE - NECESSITY

Is this item currently in sound working condition? ☒ Yes ☒ No

If no, please describe and list all defects.

ALL WOOD IS EITHER ROTTEN OR MISSING

Other: STRUCTURE IS SOUND - ALL WOOD NEEDS TO BE REPLACED

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

12/13/13
Date Form Processed

[Signature]
Fixed Asset Property Manager



GENERAL ASSET PRE-DISPOSAL DISCLOSURE FORM

Date: 12/11/13

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: Cameron Parker PARD
Authorized Signature Print Name Department/Division

Re. Pre-disposal disclosure

Method of Disposal: Destroy Scrap Salvage Starting Bid \$ 300

Please describe the item to the best of your knowledge. Please list any and all defects.

Disposal of FAID No: 09722 Description:

Make: GAME TIME INC Model: CUT A LETTER

Serial VIN: 1137 85500466 Year: _____ Color: _____

Description of Use: WOOD SIGN ENGRAVING

Reason for Disposal: OBsolete

Is this item currently in sound working condition? ☐ Yes ☒ No

If no, please describe and list all defects.

NEEDS NEW ROUTER - NEEDS GUIDE RAILS POLISHED

Other: COMES WITH TRUCK LOADS FULL OF TEMPLATES

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

1/15/13
Date Form Processed

Fixed Asset Property Manager



GENERAL ASSET PRE-DISPOSAL DISCLOSURE FORM

Date: 12/11/13

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: [Signature] Cameron Parker PARD
Authorized Signature Print Name Department/Division

Re: Pre-disposal disclosure

Method of Disposal: Destroy Scrap Salvage Starting Bid \$ 2000

Please describe the item to the best of your knowledge. Please list any and all defects.

Disposal of FAID No: 15111 Description: 2 WD

Make: MASSEY FERGUSON Model: 283

Serial/VIN: D44167 Year: 1995 Color: RED

Description of Use: TRACTOR

Reason for Disposal: NO VIABLE USE

Is this item currently in sound working condition? Yes ✓ No

If no, please describe and list all defects.

NO BATTERY - POSSIBLE FAULTY STEERING CYLINDER - MINOR RUST - TIRES IN FAIR CONDITION - FURTHER CONDITIONS UNKNOWN

Other: RUNNING CONDITION UNKNOWN - HAS BEEN SITTING OVER A YEAR

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

12/13
Date Form Processed

VB
Fixed Asset Property Manager



GENERAL ASSET PRE-DISPOSAL DISCLOSURE FORM

Date: 12/11/13

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: [Signature] Cameron Parker PARID
Authorized Signature Print Name Department/Division

Re: Pre-disposal disclosure

Method of Disposal: ☐ Destroy ☐ Scrap ☐ Salvage Starting Bid \$ 1,000

Please describe the item to the best of your knowledge. Please list any and all defects.

Disposal of FAID No: 27062 Description: UNIT CM 12

Make: JOHN DEERE Model: 1445 SERIES II

Serial VIN: TL1445DD40074 Year: 2004 Color: GREEN

Description of Use: 60' BROOM EQUIPPED

Reason for Disposal: NOT BEING USED

Is this item currently in sound working condition? ☐ Yes ☒ No

If no, please describe and list all defects.

FLAT TIRE(S) - NO RADIATOR CAP - NO PTO SHAFT FOR BROOM - DEAD BATTERY - OTHER
CONDITIONS UNKNOWN - WAS OPERATING NORMALLY WHEN PARKED

Other: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

12/11/13
Date Form Processed

VB
Fixed Asset Property Manager



GENERAL ASSET PRE-DISPOSAL DISCLOSURE FORM

Date: 12/11/13

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: [Signature] Cameron Parker PARD
Authorized Signature Print Name Department/Division

Re: Pre-disposal disclosure

Method of Disposal: Destroy Scrap Salvage Starting Bid \$ 1,000

Please describe the item to the best of your knowledge. Please list any and all defects.

Disposal of FAID No: 27129 Description: UNIT CM15

Make: JOHN DEERE Model: 1445 SERIES II

Serial VIN: TC1445D050338 Year: 2005 Color: GREEN

Description of Use: OUT FRONT MOWER - NO DECK

Reason for Disposal: NO DECK

Is this item currently in sound working condition? Yes / No

If no, please describe and list all defects.

DEAD BATTERY - FLAT TIRE (s) - NO HOOD - ROPS HEAD LAMEN IN ILL REPAIR

Other: UNIT WAS DRIVEN TO PARKING SPOT

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

12/13/13
Date Form Processed

VB
Fixed Asset Property Manager



GENERAL ASSET PRE-DISPOSAL DISCLOSURE FORM

Date: 12/11/13

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: [Signature] Camren Parker PAPD
Authorized Signature Print Name Department/Division

Re: Pre-disposal disclosure

Method of Disposal: ☐ Destroy ☐ Scrap ☐ Salvage Starting Bid \$ 1,000

Please describe the item to the best of your knowledge. Please list any and all defects.

Disposal of FAID No: 29222 Description: UNIT CM 20

Make: JOHN DEERE Model: 1445 SERIES II

Serial VIN: TL1445D060492 Year: 2009 Color: GREEN

Description of Use: OUT FRONT MOWER WITH DECK

Reason for Disposal: LACK OF USE

Is this item currently in sound working condition? ☐ Yes ☒ No

If no, please describe and list all defects.

DEAD BATTERY - UNIT WAS OPERATIONAL WHEN PARKED - DECK BLADE AND SPINDLE
CONDITION UNKNOWN

Other: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

213/13
Date Form Processed

JD
Fixed Asset Property Manager



PR - di per with
DI status

GENERAL ASSET PRE-DISPOSAL DISCLOSURE FORM

Date: 12/11/13

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: [Signature] Cameron Parker PARO
Authorized Signature Print Name Department Division

Re: Pre-disposal disclosure

Method of Disposal: Destroy Scrap Salvage Starting Bid \$ 300

Please describe the item to the best of your knowledge. Please list any and all defects.

Disposal of FAID No: 31801 Description: SINGLE AXLE

Make: RVD Model: TRAILER

Serial VIN: 1R9BVL10154M47796 Year: 2004 Color: GALVANIZED

Description of Use: 10' TRAILER WITH GATT

Reason for Disposal: TOO SMALL FOR WORK ENVIRONMENT

Is this item currently in sound working condition? ☒ Yes ☐ No

If no, please describe and list all defects.

GATE NEEDS REPAIR

Other (2007) TIRES/WHEELS - 2" HITCH - 4 PIN CONNECTOR

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

Date Form Processed

Fixed Asset Property Manager



PR-14511
01

GENERAL ASSET PRE-DISPOSAL DISCLOSURE FORM

Date: 12/11/13

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: [Signature] Cameron Parker PARD
Authorized Signature Print Name Department/Division

Re: Pre-disposal disclosure

Method of Disposal: Destroy Scrap Salvage Starting Bid \$ 300

Please describe the item to the best of your knowledge. Please list any and all defects.

Disposal of FAID No: 31818 Description: SINGLE AXLE

Make: TOP HAT Model: TRAILER

Serial VIN: 4R7BU1D192T039357 Year: 2002 Color: GALVANIZED

Description of Use: 10' TRAILER WITH GATE

Reason for Disposal: TOO SMALL FOR WORK ENVIRONMENT

Is this item currently in sound working condition? ☒ Yes ☐ No

If no, please describe and list all defects.

Other: NEW TIRES AND SPARE - 2" BALL - 4 PIN CONNECTOR

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

12/13/13
Date Form Processed

VPD
Fixed Asset Property Manager

Beshears, Vickie

From: Fragoso, Shon
Sent: Tuesday, December 10, 2013 12:13 PM
To: Beshears, Vickie
Subject: FW: Scan from a Xerox WorkCentre
Attachments: img-Z10120055-0001.pdf

Good afternoon Vickie,

I have attached the paperwork that you need to destroy the eslates which were damaged during the Hurricane. I Could not get my computer to function right and had to print and fill out the attachment you sent. Hope this does not create more work for you. Thanks, Shon F.

Shon C. Fragoso
Election Technology Specialist
600 59th St. 2nd floor
Galveston, Tx 77551
Shon.fragoso@co.galveston.tx.us

-----Original Message-----

From: WorkCentre 5330 [<mailto:xerox5330@co.galveston.tx.us>]
Sent: Tuesday, December 10, 2013 12:01 PM
To: Fragoso, Shon
Subject: Scan from a Xerox WorkCentre

Please open the attached document. It was scanned and sent to you using a Xerox WorkCentre.

Number of Images: 5
Attachment File Type: PDF

Device Name: WorkCentre 5330
Device Location: Galveston, TX

For more information on Xerox products and solutions, please visit <http://www.xerox.com/>



GENERAL ASSET PRE-DISPOSAL DISCLOSURE FORM

Date: 12-10-13

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: Shon C. Frago Shon C. Frago Elections
Authorized Signature Print Name Department/Division

Re: Pre-disposal disclosure

Method of Disposal: ☒ Destroy ☐ Scrap ☐ Salvage Starting Bid \$

Please describe the item to the best of your knowledge. Please list any and all defects.

Disposal of FAID No: Description: Estate

Make: Hart Interiors Model:

Serial/VIN: A08FF8 Year: Color:

Description of Use: Used for Voting

Reason for Disposal: destroyed during Hurricane Ike

Is this item currently in sound working condition? ☐ Yes ☒ No

If no, please describe and list all defects.

Submerged in Salt Water - Nothing Works

Other:

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

12/13/13
Date Form Processed

10
Fixed Asset Property Manager



GENERAL ASSET PRE-DISPOSAL DISCLOSURE FORM

Date: 10-1-13

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: Shon C. Frago Shon C. Frago Electronics
Authorized Signature Print Name Department/Division

Re: Pre-disposal disclosure

Method of Disposal: ☒ Destroy ☐ Scrap ☐ Salvage Starting Bid \$

Please describe the item to the best of your knowledge. Please list any and all defects.

Disposal of FAID No: Description: *Estate*

Make: Hart Trailer Model:

Serial/VIN: AO6A2E Year: _____ Color: _____

Description of Use: Used For Voting

Reason for Disposal: destroyed during Hurricane Ike

Is this item currently in sound working condition? Yes ☐ No ☒

If no, please describe and list all defects.

Submerged in Salt Water - Nothing Works

Other: _____

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PURCHASING DEPARTMENT USE ONLY

Date Form Processed

Fixed Asset Property Manager



GENERAL ASSET PRE-DISPOSAL DISCLOSURE FORM

Date: 12-10-13

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: Shon C. Inagosi Shon C. Inagosi Electronics
Authorized Signature Print Name Department/Division

Re: Pre-disposal disclosure

Method of Disposal: ☒ Destroy ☐ Scrap ☐ Salvage Starting Bid \$ _____

Please describe the item to the best of your knowledge. Please list any and all defects.

Disposal of FAID No: _____ Description: Estate

Make: Hunt Intercivic Model: _____

Serial/VIN: A09475 Year: _____ Color: _____

Description of Use: Used For Voting

Reason for Disposal: destroyed during Hurricane Ike

Is this item currently in sound working condition? Yes ☐ No ☒

If no, please describe and list all defects.

Submerged in Saffron - Nothing Works

Other: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

17 | 13 | 15
Date Form Processed

1/B
Fixed Asset Property Manager



GENERAL ASSET PRE-DISPOSAL DISCLOSURE FORM

Date: 12-10-13

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: Shon C. Fragos Shon C. Fragos Elections
Authorized Signature Print Name Department/Division

Re: Pre-disposal disclosure

Method of Disposal: ☒ Destroy ☐ Scrap ☐ Salvage Starting Bid \$

Please describe the item to the best of your knowledge. Please list any and all defects.

Disposal of FAID No: Description: Estate

Make: Holt Intercivic Model:

Serial/VIN: A06B82 Year: Color:

Description of Use: used for Voting

Reason for Disposal: destroyed during Hurricane Ike

Is this item currently in sound working condition? ☐ Yes ☒ No

If no, please describe and list all defects.

Submerged in Saltwater - Nothing Works

Other:

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

12/13/13
Date Form Processed

JE
Fixed Asset Property Manager



GENERAL ASSET PRE-DISPOSAL DISCLOSURE FORM

Date: 12-10-13

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: Shon C. Fragoso Shon C. Fragoso Elections
Authorized Signature Print Name Department/Division

Re: Pre-disposal disclosure

Method of Disposal: ☒ Destroy ☐ Scrap ☐ Salvage Starting Bid \$

Please describe the item to the best of your knowledge. Please list any and all defects.

Disposal of FAID No: Description: Estate

Make: Hart Intercivic Model:

Serial/VIN: A09B33 Year: Color:

Description of Use: Used for Voting

Reason for Disposal: destroyed during Hurricane Ike

Is this item currently in sound working condition? ☐ Yes ☒ No

If no, please describe and list all defects.

Submerged in Saltwater - Nothing Works

Other:

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

12/13/13
Date Form Processed

VB
Fixed Asset Property Manager

AGENDA ITEM #10.



**GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request**

To Be Completed By Department							
1. Date of Request: <u>Dec/2/13</u>		2. Contract Type: Expense Revenue <u>Other</u>			3. Renewal Contract: Yes <u>No</u>		
4. Department Name: <u>COUNTY CLERK</u>				5. Department Contact: <u>ELECTIONS Bill SARGENT X6005</u>			
6. Description: <u>CONTRACT FOR ELECTION SERVICES</u>							
7. IFAS FEID No: <u>712216</u>		8. IFAS Reg No:		9. Orgkey:		10. Object Code:	
11. Vendor: <u>REPUBLICAN PARTY of GAL. CTY</u>				12. Vendor Contract No:			
13. Requested Legal Review: Yes <u>No</u> (Explain if No) <u>Already done</u>							
Expenditure Budget / Revenue Projections							
14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
<u>2103 - ELECTION SERVICES Fund - NO OUTLAY OF FUNDS INVOLVED</u>							
22. Totals:	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
To Be Completed By Purchasing Department							
Contract Start Date:		Auto Renewal Contract: Yes / No		Bid No:			
Contract End Date:		Contract # Issued By Purchasing:					

Approved By:	Signature	Date
Department Head:	<u>[Signature] FOR DWIGHT P. SULLIVAN</u> <u>COUNTY CLERK</u>	<u>12/10/13</u>
Purchasing Agent:	<u>[Signature]</u>	<u>12-10-13</u>
County Legal:	<u>[Signature]</u>	<u>12/10/2013</u>
Contract listed on Budget Documentation: YES <u>NO</u>		
County Budget Officer:	<u>[Signature]</u>	<u>12/10/2013</u>
Budget Available and Funds are will be Available: YES NO		
County Auditor:	<u>Randall Rice</u>	<u>12/13/2013</u>

Digitally signed by Randall Rice
DN: cn=Randall Rice, o=Galveston County, ou=Galveston County, email=rrandallrice@galveston.tx.us, c=US
Date: 2013.12.13 10:23:25 -0600

Contract for Election Services

[Primary and Primary Runoff Election Cycle]

This Contract is made and entered into this 12 day of Dec, 2013
by and between Hon. Dwight D. Sullivan, County Clerk and County Election Officer
for Galveston County("Contracting Officer") and BABARA MEERS on behalf of
Galveston County Republican Party ("Contracting Authority").

This Contract is being entered into pursuant to Texas Election Code, Chapter 31,
Subchapter D for the purpose of ensuring that the Contracting Officer and the
Contracting Authority understand the tasks each is to perform in connection with
the following election and any subsequent runoff election, to-wit:

Purpose of Election: ☐ Democrat ☐ Republican Primary/Primary Runoff Election (s)

March 4, 2014
Election Date

May 27, 2014
Runoff Election Date

We understand and agree that this primary election will be conducted as a [Select one]

☒ Countywide Vote Center Joint Election

☐ Joint Election or ☐ Individual Election

1. Duties and Services of the Contracting Officer.

The Contracting Officer shall be responsible for performing the following duties and
furnishing the following services and equipment in connection with the election and
any subsequent runoff election.

1.1 Program, or arrange to have programmed, the ballot.

[Cost: Based upon the number of contests on the ballot. See the Fee Schedule]

1.2 Arrange to have published the legal notices of the first test of the
electronic tabulating equipment as provided in Texas Election Code §127.096 and
conduct all required tests of the electronic tabulating equipment under Texas
Election Code §§127.096-127.098 and §§129.021-129.023. The first test shall be
conducted at least five days prior to the election. In addition, it will be performed
during normal business hours and be open to the public. It is the Contracting Officer's intent
to conduct the first test on or before **January 16, 2014**.

[Cost: The cost for publishing the notice will be split equally between the Political Parties
involved. See the Fee Schedule]

1.3 Provide technical and equipment support for the voting machines and
equipment being provided to the Contracting Authority. In the event there is a
failure of a voting machine the Contracting Officer shall try to remedy the problem
over the phone. If he is unable so to do he will dispatch to locations within
Galveston County the appropriate technical support personnel and equipment to
correct the failure.

[Cost: Included in the 10% election fee]

1.4 Assist the Contracting Authority in obtaining voter registration lists from the Voter
Registrar to be used during Early Voting and on Election Day.

[See Section 2.3 below]

For additional Duties of the Contracting Officer see the table on subsequent pages.

2. Duties and Services of the Contracting Authority.

The Contracting Authority will be responsible for performing the duties and services set forth in this section.

2.1 Prepare and submit any required submissions to the U.S. Department of Justice under the Federal Voting Rights Act of 1965 for its election and runoff election.

2.2 Publish notices in accordance with Section 4.003(a) of the Texas Election Code.

2.3 Provide the Contracting Officer with the Contracting Authority's requirements for voter registration lists and poll books for Early Voting and Election Day.

2.4 As required by § 67.017 (b) and the Secretary of State's Office, make an electronic precinct-by-precinct report to the Secretary of State's Office by no later than the 30 day after the Election Day **OR**, at the option of the Contracting Authority, pay the Contracting Officer \$100 for performing this service, notwithstanding whether the Secretary of State's Office determines this is a reimbursable expense.

2.5 If the polling locations are different from previous elections the Contracting Authority, in accordance with Texas Election Code §43.062, shall notify prospective voters of the new location by placing a notice at the old polling location and a notice at the new polling location.

2.6 Provide to the Contracting Officer the language for the names of election contests, the names of candidates as they are to appear on the ballot, a copy of a sample ballot, ballot draw information and a completed "Requirements to Program the Ballot" form. Said materials to be provided in an electronic form to the Contracting Officer by **no later than DECEMBER 27, 2013**. All language on the ballot must be provided in both English and Spanish.

2.7 By January 10, 2014, the Contracting Officer will provide the Contracting Authority with a sample of the ballots programed for them. The Contracting Authority is responsible for returning, by **noon on JANUARY 13, 2014**, confirmation that the sample ballots the Contracting Officer has prepared and provided are satisfactory or provide changes that need to be made.

2.8 The Contracting Officer will be conducting the elections for two Contracting Authorities on the same day as noted earlier as either a countywide vote center joint election, joint election, or separate elections. The parties understand that each election has its own challenges and requirement and that failure to provide the information in paragraphs 2.6 and 2.7 by the above dates will place an undue burden on the Contracting Officer that may prevent him from being able to provide his services to the Contracting Authority in a timely and accurate manner. **Should the Contracting Authority miss said deadlines, and should the Contracting Officer be unable to provide his services in a timely and accurate manner the Contracting Authority shall hold the Contracting Officer and his employees harmless from any election errors and corresponding liability and/or damages that may result, including but not limited to the costs incurred related to an election contest and/or the need to conduct a subsequent election.**

2.9 Shall, unless otherwise stipulated, transport, or have its Presiding Election Judges transport on its behalf, the voting machines and equipment to the Contracting Authority's Election Day voting locations.

2.10 Supervise, with the assistance of the Contracting Officer, the overall conduct of its election in Contracting Authority's jurisdiction including the supervision tabulation of results.

2.11.a ~~If the election is being conducted as a separate election,~~ ¹ Appoint members of the Signature Verification Committee/Early Voting Ballot Board and the presiding judge of the Central Counting Station/Resolution Board. The Contracting Authority shall provide the Contracting Officer with contact information for each of these individuals **OR**

+ b/m

2.11.b If the election is being conducted as a countywide vote center joint election or joint election, the Republicans shall appoint the presiding judges of the Early Voting Ballot Board and Central Count. The Democrats will appoint the Alternate Judges. Both parties shall appoint clerks and alternates as needed to process the ballots by mail and provisional ballots in accordance with the Texas Election Code.

n/A

2.12 Pursuant to the provisions of the Help America Vote Act of 2002, provide the appropriate number of bilingual poll workers as determined by guidance provided by the U.S. Department of Justice. If the Contracting Authority is appointing personnel to staff the polling locations Contracting Authority may not impose this duty on Contracting Officer. But, the Contracting Officer will attempt to assist Contracting Authority in finding bilingual poll workers.

Special Provision: Bilingual Poll Worker Requirements. Galveston County was a party in Civil Action No. 3:07 CV 377 styled "The United States of America, Plaintiff, v. Galveston County, Texas, Defendant in the United States District Court for the Southern District of Texas, Galveston Division". It entered into a Consent Decree that acknowledged it is covered under both Section 4(f)(4) of the Voting Rights Act as amended and 42 U.S.C. §1973(b)(4)(Section 4(f)(4) to provide Spanish language written materials and assistance to voters. Galveston also has an obligation to ensure that its polling places and poll workers comply with the Help America Vote Act of 2002 ("HAVA"), 42 U.S.C. §§15301 et. seq. Although this Consent Decree expired December 31, 2010, Galveston County agreed that it is permanently enjoined from:

a) Failing to provide in Spanish "any registration or voting notices, forms, instructions, assistance, or other materials or information relating to the electoral process, including ballots", that they provide in English as required by Section 4(f)(4) of the Voting Rights Act, 43U.S.C.S1973b(f)(4); and

b) Failing to ensure that poll workers provide and receive adequate training regarding (1) the use of providing provisional ballots under Section 302(a) of HAVA; and (2) the display of all HAVA-required signs under Section 302(b) of HAVA.

Contracting Authority understands that regardless of whether it desires to engage the Contracting Officer's services, it likewise has an obligation to comply fully with the same terms and provisions of the Voting Rights Act and the Help America Vote Act.

The Rest of This Page has Intentionally Been Left Blank.

Selection of Services:

The Contracting Authority hereby selects the following services which it wants provided by the Contracting Officer (Galveston County Elections) and those for which the Contracting Authority (the Republican or Democrat parties) shall be responsible. The Contracting Officer will affirm his willingness to perform the services requested by the Contracting Authority by signing this agreement.

Contracting Authority to Perform	Contracting Officer to perform	Service
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Procure and distribute to the Election Judges all necessary election supplies, including but not limited to sample ballots, election kits, and office supplies such as paperclips, and pens. Each kit and unused election supplies are to be returned by the Contracting Authority to the Contracting Officer after the voting polls close on Election Night. [Cost: \$50 per kit. If this is a countywide vote center joint election or joint election this cost will be split between the Republican and Democrat parties.]
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Arrange for receiving and checking in the supplies and equipment being returned by the Election Judges after the voting polls close on Election Night. [Cost: Overtime for County employees used to provide this service split between the parties being provided the service.]
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Procure all necessary voting machines and equipment for use at early voting and election day locations and prepare them for use. [Cost: \$5 per eSlate or JBC and \$5 per DAU eSlate]
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Transport, or arrange to have transported, the voting machines and equipment to and from the voting locations. [Cost: \$100 delivery per location]. <i>LOCATION of EIGHT or MORE LOCATIONS</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Arrange for programming of the ballot and the Logic and Accuracy Testing of the counting equipment. [Cost: Determined by the number of contests on the ballot: \$550 for up to ten contests, \$1,100 for up to 20, \$1,650 for up to 30, \$2,450 for up to 40 and \$3,000 for 41 or more contests.]
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Arrange for the use of a central counting station and for the tabulating and supervisory personnel and equipment needed at the counting station. Prepare the testing materials for the tabulation of the ballots to be used with electronic tallying equipment. Prepare the unofficial tabulation of precinct results on Election Night. [Cost: \$800 plus any associated overtime paid to the Contracting Officer's personnel. This cost to be split evenly between the parties if this is a countywide vote center or joint election.]

Blm

Contracting Authority to Perform	Contracting Officer to perform	Service
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Assist the Contracting Authority in the general overall supervision of the election and any subsequent runoff election and provide advisory services in connection with the decisions to be made and the actions taken by the Contracting Authority who is the convening authority for the election/runoff election. [Cost: Included in the 10% election fee]
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Conduct training with at least two Election Day training sessions being offered during the evening hours or on a weekend. [Cost: Overtime paid to Contracting Officer's personnel for training provide after normal working hours. Attendees receiving training will <u>not</u> receive compensation for Election Day training.]
<input type="checkbox"/> Decline	<input type="checkbox"/> Allow training after normal business hours	Waiver of evening training: The County employee overtime costs associated with conducting training after normal business hours will be assessed if the box marked "Allow training after normal business hours" is checked.
<input checked="" type="checkbox"/> Use ePollBooks	<input type="checkbox"/> Use Paper Poll Books	Electronic Poll Books: This election is being conducted using electronic poll books. To the extent the Secretary of State's Office allows reimbursement for the use of this equipment a charge of \$5 each will be assessed.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Determine the Election Day polling locations. <i>The number of polling locations will be restricted to no more than forty. If the election is being held as a countywide vote center there must be at least 34 polling locations.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Hire judges, alternate judges, and clerks for Election Day which will be paid for by the Contracting Authority.

3. Compensation, Billing, and Payment.

Pursuant to Texas Election Code §31.100 the fees noted above are the actual expenses incurred by Contracting Officer in providing the various services contained herein.

In addition the Contracting Authority will pay Contracting Officer the greater of Seventy-Five (\$75.00) Dollars or an additional ten percent (10%) for general supervision of the election.

Pursuant to Texas Election Code §31.098, Contracting Officer may contract with third persons for election services and supplies agreed to herein and, subject to reimbursement by Contracting Authority, will pay the claims for those election expenses on Contracting Authority's behalf.

Contracting Officer will invoice Contracting Authority for services rendered under this Contract. Contracting Authority will make payment to Contracting Officer in accordance with the terms and provisions of what is commonly referred to as the Texas Prompt Payment Act.

The Contracting Authority/Contracting Officer agree that the Contracting Officer will be paid

- ☐ Directly by the Texas Elections Division Office of the Secretary of State's Office or
- ☐ by the Contracting Authority for the equipment, supplies and services it provides.

If the Contracting Authority will be paying the Contracting Officer, then payment will be made within ten (10) days after the Contracting Authority receives funding for said expenses from the State of Texas.

4. Voting System.

The Hart Intercivic 6.1 E-Slate System owned by Galveston County will be the voting system used by Contracting Officer in providing services under this Contract.

5. Authorized Representatives.

Contracting Officer's Authorized Representative for all purposes of this Contract is its' Chief Deputy Clerk for Elections.

The parties recognize that Contracting Authority may be contracting with Contracting Officer solely for services to be provided for its own election. The Contracting Authority's Authorized Representative for all purposes of this Contract is

BRUCE WOODCOCK.

6. General Provisions.

As specified in Texas Election Code §31.096 this Contract may not change:

(1) the authority with whom applications of candidates for a place on a ballot are filed;

(2) the authority with whom documents are filed under Texas Election Code §251.001 et. seq.; or

(3) the authority to serve as custodian of voted ballots or other election records.

As set forth in Texas Election Code §31.099 not later than the 10th day after the date this Contract is executed the Contracting Officer shall file a copy of this Contract with the County Treasurer and the County Auditor.

7. WAIVER OF DAMAGES. The parties acknowledge that the Hart Intercivic 6.1 ESlate System and the programming of paper ballots is highly technical and that it is conceivable that despite the efforts of the Contracting Officer it might fail during an election or might contain errors. The Contracting Authority agrees that should the electronic voting system fail, it will not make any claim against the Contracting Officer, the County of Galveston, or any of their full or part-time employees, independent contractors or agents for damages of any kind, including but not limited to any and all costs relating to an election contest and/or costs and damages incurred for having to conduct a second election caused as a result of such failure or error.

The Contracting Authority acknowledges that holding multiple simultaneous elections presents logistical problems and other problems over and above a single election. The Contracting Officer and his employees and agents will attempt to help ensure

that these simultaneous elections are conducted without error or mishap, but on occasion, errors or mishaps do occur. Accordingly, the Contracting Authority agrees that should an error or mishap occur that it will not make any claim against the Contracting Officer, the County of Galveston, or their full or part-time employees, independent contractors or agents for damages of any kind including but not limited to any and all costs relating to an election contest and/or costs and damages incurred by the Contracting Authority for having to conduct a second election, as a result of such error or mishap.

If legal action is filed against the Contracting Authority involving its election and if, the County and/or the Contracting Officer is named as a party to this legal action and the complaint is based solely on allegations made against the Contracting Authority, the Contracting Authority shall be solely responsible for the costs and defense of that suit, shall be authorized to provide counsel of its choice for the County and/or the Contracting Officer and, upon notice to the Contracting Authority shall be entitled to settle such claim or legal action upon terms it deems most advantageous to itself and Contracting Authority.

For purposes of implementing this Contract, the Contracting Officer and the Contracting Authority designate the following individuals, and whenever the Contract requires submissions of information or notice to the Contracting Officer or the Contracting Authority, submissions or notices shall be made to these individuals:

Contracting Officer:

Dwight Sullivan, County Clerk
Attention: William Sargent, Chief Deputy Clerk for Elections
Galveston County Judice Center
600 59 th Street, Suite 2001
Galveston, TX 77551-4180
409-770-6005
Email: William.Sargent@co.galveston.tx.us

Contracting Authority's DESIGNEE
BRUCE woodcock

P.O. BOX 3869
BACLEFF, TX 77518

Phone: 281-910-2098

Email: BWOODCOCK@WILLIAMS-FINANCIAL.COM

Although the parties recognize that pursuant to §31.092 of the Texas Election Code this Contract needs not be submitted to the Galveston County Commissioners' Court to be placed on the Consent Agenda as a Receive and File Item, they find it prudent so to do.

10. Galveston County Title VI Assurance Clause

Galveston County is committed to ensuring that no person, on the ground of race, color, national origin, religion, sex, age, disability or Veteran status, shall be subjected to discrimination, excluded from participation, or denied the benefits of, its programs and activities.

In accordance with this policy, it requires its service providers and contractors, to agree that during the performance of this contract, the service provider or contractor, for itself, its assignees and successors will abide by the following:

Compliance with Non-Discrimination Laws and Regulations

During the performance of this contract, contractor, for itself, its assignees and successors in interest (hereinafter referred to as "contractor") agrees as follows:

(1) Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this contract.

(2) Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, religion, sex, age, disability or Veteran status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontractors, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, religion, sex, age, disability or Veteran status.

(4) Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Galveston County or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to Galveston County or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, Galveston County shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b) cancellation, termination, or suspension of the contract, in whole or in part.

(3) Incorporation of Provisions. The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as Galveston County or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request Galveston County to enter into such litigation to protect the interests of Galveston County, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

[The remainder of this page is left blank intentionally]

Executed this _____ day of _____, 20____.
Contracting Officer:

Dwight D. Sullivan

Contracting Authority:

Galveston County Republican Party

Name: Barbara Meeks

() City Manager () Mayor

() Superintendent () President

☒ Chair County Executive Committee () Other

Received and Filed:

Galveston County

Hon. Mark Henry

County Judge

Attest:

Dwight D. Sullivan

County Clerk

Date: _____

Date Copy of Agreement Furnished
to County Treasurer: _____

Date Copy of Agreement Furnished
to County Auditor: _____

AGENDA ITEM #11.



**GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request**

To Be Completed By Department							
1. Date of Request: <u>DEC 12/13</u>		2. Contract Type: Expense Revenue <u>Other</u>			3. Renewal Contract: Yes <u>No</u>		
4. Department Name: <u>COUNTY CLERK</u>				5. Department Contact: <u>ELECTIONS Bill SARGENT</u>			
6. Description: <u>CONTRACT FOR ELECTION SERVICES</u>							
7. IFAS PEID No: <u>712284</u>		8. IFAS Req No:		9. Orgkey:		10. Object Code:	
11. Vendor: <u>DEMOCRAT PARTY OF GALV. CTY</u>				12. Vendor Contract No:			
13. Requested Legal Review: Yes <u>No</u> (Explain if No) <u>Already Done</u>							
Expenditure Budget / Revenue Projections							
14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
<u>8103 - ELECTION SERVICES FUND - NO OUTLAY OF FUNDS INVOLVED</u>							
22. Totals:	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
To Be Completed By Purchasing Department							
Contract Start Date:		Auto Renewal Contract: Yes / No		Bid No:			
Contract End Date:		Contract # Issued By Purchasing:					

Approved By:	Signature	Date
Department Head:	<u>[Signature]</u> FOR DWIGHT D. SULLIVAN <u>COUNTY CLERK</u>	<u>12/10/13</u>
Purchasing Agent:	<u>[Signature]</u>	<u>12-10-13</u>
County Legal:	<u>[Signature]</u>	<u>12/10/2013</u>
Contract listed in Budget Documentation: YES <u>NO</u>		
County Budget Officer:	<u>[Signature]</u>	<u>12/10/2013</u>
Budget Available and Funds are will be Available: YES <u>NO</u>		
County Auditor:	<u>Randall Rice</u>	<u>12/13/2013</u>

Digitally signed by Randall Rice
DN: cn=Randall Rice, o=ou,
email=randall.rice@galveston.tx.us, c=US
Date: 2013.12.13 10:24:27 -0600

Contract for Election Services

[Primary and Primary Runoff Election Cycle]

This Contract is made and entered into this 12 day of DEC, 2013 by and between Hon. Dwight D. Sullivan, County Clerk and County Election Officer for Galveston County("Contracting Officer") and Lloyd Criss on behalf of Galveston County Democrat Party ("Contracting Authority").

This Contract is being entered into pursuant to Texas Election Code, Chapter 31, Subchapter D for the purpose of ensuring that the Contracting Officer and the Contracting Authority understand the tasks each is to perform in connection with the following election and any subsequent runoff election, to-wit:

Purpose of Election: ☐ Democrat ☐ Republican Primary/Primary Runoff Election (s)

March 4, 2014
Election Date

May 27, 2014
Runoff Election Date

We understand and agree that this primary election will be conducted as a [Select one]

☒ Countywide Vote Center Joint Election

☐ Joint Election or ☐ Individual Election

1. Duties and Services of the Contracting Officer.

The Contracting Officer shall be responsible for performing the following duties and furnishing the following services and equipment in connection with the election and any subsequent runoff election.

1.1 Program, or arrange to have programmed, the ballot.

[Cost: Based upon the number of contests on the ballot. See the Fee Schedule]

1.2 Arrange to have published the legal notices of the first test of the electronic tabulating equipment as provided in Texas Election Code §127.096 and conduct all required tests of the electronic tabulating equipment under Texas Election Code §§127.096-127.098 and §§129.021-129.023. The first test shall be conducted at least five days prior to the election. In addition, it will be performed during normal business hours and be open to the public. It is the Contracting Officer's intent to conduct the first test on or before **January 16, 2014**.

[Cost: The cost for publishing the notice will be split equally between the Political Parties involved. See the Fee Schedule]

1.3 Provide technical and equipment support for the voting machines and equipment being provided to the Contracting Authority. In the event there is a failure of a voting machine the Contracting Officer shall try to remedy the problem over the phone. If he is unable so to do he will dispatch to locations within Galveston County the appropriate technical support personnel and equipment to correct the failure.

[Cost: Included in the 10% election fee]

1.4 Assist the Contracting Authority in obtaining voter registration lists from the Voter Registrar to be used during Early Voting and on Election Day.

[See Section 2.3 below]

For additional Duties of the Contracting Officer see the table on subsequent pages.

2. Duties and Services of the Contracting Authority.

The Contracting Authority will be responsible for performing the duties and services set forth in this section.

2.1 Prepare and submit any required submissions to the U.S. Department of Justice under the Federal Voting Rights Act of 1965 for its election and runoff election.

2.2 Publish notices in accordance with Section 4.003(a) of the Texas Election Code.

2.3 Provide the Contracting Officer with the Contracting Authority's requirements for voter registration lists and poll books for Early Voting and Election Day.

2.4 As required by § 67.017 (b) and the Secretary of State's Office, make an electronic precinct-by-precinct report to the Secretary of State's Office by no later than the 30 day after the Election Day **OR**, at the option of the Contracting Authority, pay the Contracting Officer \$100 for performing this service, notwithstanding whether the Secretary of State's Office determines this is a reimbursable expense.

2.5 If the polling locations are different from previous elections the Contracting Authority, in accordance with Texas Election Code §43.062, shall notify prospective voters of the new location by placing a notice at the old polling location and a notice at the new polling location.

2.6 Provide to the Contracting Officer the language for the names of election contests, the names of candidates as they are to appear on the ballot, a copy of a sample ballot, ballot draw information and a completed "Requirements to Program the Ballot" form. Said materials to be provided in an electronic form to the Contracting Officer by **no later than DECEMBER 27, 2013**. All language on the ballot must be provided in both English and Spanish.

2.7 By January 10, 2014, the Contracting Officer will provide the Contracting Authority with a sample of the ballots programed for them. The Contracting Authority is responsible for returning, by **noon on JANUARY 13, 2014**, confirmation that the sample ballots the Contracting Officer has prepared and provided are satisfactory or provide changes that need to be made.

2.8 The Contracting Officer will be conducting the elections for two Contracting Authorities on the same day as noted earlier as either a countywide vote center joint election, joint election, or separate elections. The parties understand that each election has its own challenges and requirement and that failure to provide the information in paragraphs 2.6 and 2.7 by the above dates will place an undue burden on the Contracting Officer that may prevent him from being able to provide his services to the Contracting Authority in a timely and accurate manner. **Should the Contracting Authority miss said deadlines, and should the Contracting Officer be unable to provide his services in a timely and accurate manner the Contracting Authority shall hold the Contracting Officer and his employees harmless from any election errors and corresponding liability and/or damages that may result, including but not limited to the costs incurred related to an election contest and/or the need to conduct a subsequent election.**

2.9 Shall, unless otherwise stipulated, transport, or have its Presiding Election Judges transport on its behalf, the voting machines and equipment to the Contracting Authority's Election Day voting locations.

2.10 Supervise, with the assistance of the Contracting Officer, the overall conduct of its election in Contracting Authority's jurisdiction including the supervision tabulation of results.

2.11.a ~~If the election is being conducted as a separate election,~~ Appoint members of the Signature Verification Committee/Early Voting Ballot Board and the presiding judge of the Central Counting Station/Resolution Board. The Contracting Authority shall provide the Contracting Officer with contact information for each of these individuals OR

2.11.b If the election is being conducted as a countywide vote center joint election or joint election, the Republicans shall appoint the presiding judges of the Early Voting Ballot Board and Central Count. The Democrats will appoint the Alternate Judges. Both parties shall appoint clerks and alternates as needed to process the ballots by mail and provisional ballots in accordance with the Texas Election Code.

2.12 Pursuant to the provisions of the Help America Vote Act of 2002, provide the appropriate number of bilingual poll workers as determined by guidance provided by the U.S. Department of Justice. If the Contracting Authority is appointing personnel to staff the polling locations Contracting Authority may not impose this duty on Contracting Officer. But, the Contracting Officer will attempt to assist Contracting Authority in finding bilingual poll workers.

Special Provision: Bilingual Poll Worker Requirements. Galveston County was a party in Civil Action No. 3:07 CV 377 styled "The United States of America, Plaintiff, v. Galveston County, Texas, Defendant in the United States District Court for the Southern District of Texas, Galveston Division". It entered into a Consent Decree that acknowledged it is covered under both Section 4(f)(4) of the Voting Rights Act as amended and 42 U.S.C. §1973(b)(4)(Section 4(f)(4) to provide Spanish language written materials and assistance to voters. Galveston also has an obligation to ensure that its polling places and poll workers comply with the Help America Vote Act of 2002 ("HAVA"), 42 U.S.C. §§15301 et. seq. Although this Consent Decree expired December 31, 2010, Galveston County agreed that it is permanently enjoined from:

a) Failing to provide in Spanish "any registration or voting notices, forms, instructions, assistance, or other materials or information relating to the electoral process, including ballots", that they provide in English as required by Section 4(f)(4) of the Voting Rights Act, 43U.S.C.S1973b(f)(4); and

b) Failing to ensure that poll workers provide and receive adequate training regarding (1) the use of providing provisional ballots under Section 302(a) of HAVA; and (2) the display of all HAVA-required signs under Section 302(b) of HAVA.

Contracting Authority understands that regardless of whether it desires to engage the Contracting Officer's services, it likewise has an obligation to comply fully with the same terms and provisions of the Voting Rights Act and the Help America Vote Act.

The Rest of This Page has Intentionally Been Left Blank.

Selection of Services:

The Contracting Authority hereby selects the following services which it wants provided by the Contracting Officer (Galveston County Elections) and those for which the Contracting Authority (the Republican or Democrat parties) shall be responsible. The Contracting Officer will affirm his willingness to perform the services requested by the Contracting Authority by signing this agreement.

Contracting Authority to Perform	Contracting Officer to perform	Service
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Procure and distribute to the Election Judges all necessary election supplies, including but not limited to sample ballots, election kits, and office supplies such as paperclips, and pens. Each kit and unused election supplies are to be returned by the Contracting Authority to the Contracting Officer after the voting polls close on Election Night. [Cost: \$50 per kit. If this is a countywide vote center joint election or joint election this cost will be split between the Republican and Democrat parties.]
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Arrange for receiving and checking in the supplies and equipment being returned by the Election Judges after the voting polls close on Election Night. [Cost: Overtime for County employees used to provide this service split between the parties being provided the service.]
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Procure all necessary voting machines and equipment for use at early voting and election day locations and prepare them for use. [Cost: \$5 per eSlate or JBC and \$5 per DAU eSlate]
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Transport, or arrange to have transported, the voting machines and equipment to and from the voting locations. [Cost: \$100 delivery per location]. <i>LOCATIONS OF EIGHT OR MORE eSLATES</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Arrange for programming of the ballot and the Logic and Accuracy Testing of the counting equipment. [Cost: Determined by the number of contests on the ballot: \$550 for up to ten contests, \$1,100 for up to 20, \$1,650 for up to 30, \$2,450 for up to 40 and \$3,000 for 41 or more contests.]
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Arrange for the use of a central counting station and for the tabulating and supervisory personnel and equipment needed at the counting station. Prepare the testing materials for the tabulation of the ballots to be used with electronic tallying equipment. Prepare the unofficial tabulation of precinct results on Election Night. [Cost: \$800 plus any associated overtime paid to the Contracting Officer's personnel. This cost to be split evenly between the parties if this is a countywide vote center or joint election.]

LC

Contracting Authority to Perform	Contracting Officer to perform	Service
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Assist the Contracting Authority in the general overall supervision of the election and any subsequent runoff election and provide advisory services in connection with the decisions to be made and the actions taken by the Contracting Authority who is the convening authority for the election/runoff election. [Cost: Included in the 10% election fee]
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Conduct training with at least two Election Day training sessions being offered during the evening hours or on a weekend. [Cost: Overtime paid to Contracting Officer's personnel for training provide after normal working hours. Attendees receiving training will <u>not</u> receive compensation for Election Day training.]
<input type="checkbox"/> Decline	<input type="checkbox"/> Allow training after normal business hours	<i>Waiver of evening training:</i> The County employee overtime costs associated with conducting training after normal business hours will be assessed if the box marked "Allow training after normal business hours" is checked.
<input checked="" type="checkbox"/> Use ePollBooks	<input type="checkbox"/> Use Paper Poll Books	<i>Electronic Poll Books:</i> This election is being conducted using electronic poll books. To the extent the Secretary of State's Office allows reimbursement for the use of this equipment a charge of \$5 each will be assessed.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Determine the Election Day polling locations. <i>The number of polling locations will be restricted to no more than forty. If the election is being held as a countywide vote center there must be at least 34 polling locations.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Hire judges, alternate judges, and clerks for Election Day which will be paid for by the Contracting Authority.

3. Compensation, Billing, and Payment.

Pursuant to Texas Election Code §31.100 the fees noted above are the actual expenses incurred by Contracting Officer in providing the various services contained herein.

In addition the Contracting Authority will pay Contracting Officer the greater of Seventy-Five (\$75.00) Dollars or an additional ten percent (10%) for general supervision of the election.

Pursuant to Texas Election Code §31.098, Contracting Officer may contract with third persons for election services and supplies agreed to herein and, subject to reimbursement by Contracting Authority, will pay the claims for those election expenses on Contracting Authority's behalf.

Contracting Officer will invoice Contracting Authority for services rendered under this Contract. Contracting Authority will make payment to Contracting Officer in accordance with the terms and provisions of what is commonly referred to as the Texas Prompt Payment Act.

The Contracting Authority/Contracting Officer agree that the Contracting Officer will be paid

- ☐ Directly by the Texas Elections Division Office of the Secretary of State's Office or
- ☐ by the Contracting Authority for the equipment, supplies and services it provides.

If the Contracting Authority will be paying the Contracting Officer, then payment will be made within ten (10) days after the Contracting Authority receives funding for said expenses from the State of Texas.

4. Voting System.

The Hart Intercivic 6.1 E-Slate System owned by Galveston County will be the voting system used by Contracting Officer in providing services under this Contract.

5. Authorized Representatives.

Contracting Officer's Authorized Representative for all purposes of this Contract is its' Chief Deputy Clerk for Elections.

The parties recognize that Contracting Authority may be contracting with Contracting Officer solely for services to be provided for its own election. The Contracting Authority's Authorized Representative for all purposes of this Contract is

Loretta Davis.

6. General Provisions.

As specified in Texas Election Code §31.096 this Contract may not change:

- (1) the authority with whom applications of candidates for a place on a ballot are filed;
- (2) the authority with whom documents are filed under Texas Election Code §251.001 et. seq.; or
- (3) the authority to serve as custodian of voted ballots or other election records.

As set forth in Texas Election Code §31.099 not later than the 10th day after the date this Contract is executed the Contracting Officer shall file a copy of this Contract with the County Treasurer and the County Auditor.

7. WAIVER OF DAMAGES. The parties acknowledge that the Hart Intercivic 6.1 ESlate System and the programming of paper ballots is highly technical and that it is conceivable that despite the efforts of the Contracting Officer it might fail during an election or might contain errors. The Contracting Authority agrees that should the electronic voting system fail, it will not make any claim against the Contracting Officer, the County of Galveston, or any of their full or part-time employees, independent contractors or agents for damages of any kind, including but not limited to any and all costs relating to an election contest and/or costs and damages incurred for having to conduct a second election caused as a result of such failure or error.

The Contracting Authority acknowledges that holding multiple simultaneous elections presents logistical problems and other problems over and above a single election. The Contracting Officer and his employees and agents will attempt to help ensure

that these simultaneous elections are conducted without error or mishap, but on occasion, errors or mishaps do occur. Accordingly, the Contracting Authority agrees that should an error or mishap occur that it will not make any claim against the Contracting Officer, the County of Galveston, or their full or part-time employees, independent contractors or agents for damages of any kind including but not limited to any and all costs relating to an election contest and/or costs and damages incurred by the Contracting Authority for having to conduct a second election, as a result of such error or mishap.

If legal action is filed against the Contracting Authority involving its election and if, the County and/or the Contracting Officer is named as a party to this legal action and the complaint is based solely on allegations made against the Contracting Authority, the Contracting Authority shall be solely responsible for the costs and defense of that suit, shall be authorized to provide counsel of its choice for the County and/or the Contracting Officer and, upon notice to the Contracting Authority shall be entitled to settle such claim or legal action upon terms it deems most advantageous to itself and Contracting Authority.

For purposes of implementing this Contract, the Contracting Officer and the Contracting Authority designate the following individuals, and whenever the Contract requires submissions of information or notice to the Contracting Officer or the Contracting Authority, submissions or notices shall be made to these individuals:

Contracting Officer:

Dwight Sullivan, County Clerk
Attention: William Sargent, Chief Deputy Clerk for Elections
Galveston County Justice Center
600 59 th Street, Suite 2001
Galveston, TX 77551-4180
409-770-6005
Email: William.Sargent@co.galveston.tx.us

Contracting Authority's DESIGNEE
LORETTA DAVIS *Loretta Davis*
809-29TH ST.
SAN LEON TX 77539

Phone: ***409-771-3167***
Email: ***LPOSL@AOL.COM***

Although the parties recognize that pursuant to §31.092 of the Texas Election Code this Contract needs not be submitted to the Galveston County Commissioners' Court to be placed on the Consent Agenda as a Receive and File Item, they find it prudent so to do.

19. Galveston County Title VI Assurance Clause

Galveston County is committed to ensuring that no person, on the ground of race, color, national origin, religion, sex, age, disability or Veteran status, shall be subjected to discrimination, excluded from participation, or denied the benefits of, its programs and activities.

In accordance with this policy, it requires its service providers and contractors, to agree that during the performance of this contract, the service provider or contractor, for itself, its assignees and successors will abide by the following:

Compliance with Non-Discrimination Laws and Regulations

During the performance of this contract, contractor, for itself, its assignees and successors in interest (hereinafter referred to as "contractor") agrees as follows:

(1) Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this contract.

(2) Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, religion, sex, age, disability or Veteran status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontractors, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, religion, sex, age, disability or Veteran status.

(4) Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Galveston County or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to Galveston County or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, Galveston County shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b) cancellation, termination, or suspension of the contract, in whole or in part.

(3) Incorporation of Provisions. The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as Galveston County or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request Galveston County to enter into such litigation to protect the interests of Galveston County, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

[The remainder of this page is left blank intentionally]

Executed this _____ day of _____, 20____.
Contracting Officer:

Dwight D. Sullivan

Contracting Authority:

Lloyd Criss

Name: Lloyd Criss

() City Manager () Mayor

() Superintendent () President

(☒) Chair County Executive Committee () Other

Democratic

Received and Filed:
Galveston County

Hon. Mark Henry
County Judge
Attest:

Dwight D. Sullivan
County Clerk

Date: _____

Date Copy of Agreement Furnished
to County Treasurer: _____

Date Copy of Agreement Furnished
to County Auditor: _____

AGENDA ITEM #13.a.

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

ATTORNEYS AT LAW

OFFICE ADDRESS: 518 – 9TH AVENUE NORTH, TEXAS CITY, TX 77590-6317

MAILING ADDRESS: P. O. DRAWER 2789, TEXAS CITY, TEXAS 77590-2789

409/948-3401

FAX 409/945-9814

Brent Richbook, Partner

Mark E. Ciavaglia, Managing Partner

Mark.Ciavaglia@publicans.com

October 17, 2013

Ms. Dianna Martinez
Commissioner's Court
Galveston County Courthouse
722 Moody
Galveston, TX 77550

RE: Galveston County Tax Foreclosed Resale Property
Account No. 7056-0000-0224-002 Cause 09TX0694

Dear Ms. Martinez,

Perdue Brandon Fielder Collins & Mott, LP had previously received an offer on the tax foreclosed property listed above on which Santa Fe ISD is the Trustee. The offer was reviewed by the Galveston County Drainage District Number 1 and was declined.

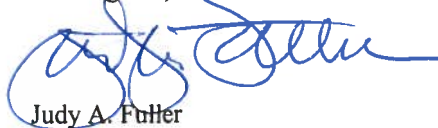
The Galveston County Drainage District No. 1 would like to have this property deeded over to the Drainage District at no cost so they can continue to improve the drainage in the surrounding area.

Please schedule this for review by the Galveston County Commissioner's Court. Attached for your reference is a copy of the letter from the Drainage District, the Bid Analysis, Proceeds Distribution Form and the prepared Resale Deed.

If this sale is approved, please have the appropriate person sign the enclosed Resale Deed and return it to us at the address shown above.

If you have any questions, please give me a call.

Best regards,



Judy A. Fuller

Executive Administrative Assistant to
Mark E. Ciavaglia

JF: encls.



GALVESTON COUNTY
DRAINAGE DISTRICT NUMBER ONE

3722 Ave J—P.O. Box 591—Santa Fe, TX 77517-0591—Office (409) 925-5402—Fax (409) 927-2493
office@gcdd1.us—www.gcdd1.us

.....
DANIEL WOITENA – CHAIRMAN * DENNIS WAGNER SR. – SECRETARY * D. W. WOSTAL, JR. – COMMISSIONER
.....

September 24, 2013

Linebarger Goggan Blair & Sampson, LLP
Attn: Judy A. Fuller
P.O. drawer 2789
Texas City, TX 77592-2789

RE: Bid on Galveston County Tax Foreclosed Resale Property
Account No. 7056-0000-0224-002 Cause 09TX0694
Grantee: Steve Pothos

Dear Ms. Fuller,

On September 24, 2013 the Commissioners voted to not approve the sale of the above listed property. The district would like to acquire that property so that it could be used to improve the drainage in the surrounding area.

Originally when TXDOT came thru and widened 1764; they put in box culverts going from in front of the house going south under 1764. But due to the fact that the house was there they stopped it and didn't go further north with the ditch.

We would like to acquire the property so that we could go forth with the intensions of taking the Highland Main Ditch North so that it would alleviate some of the flooding in this area.

If you should have any further question please feel free to call.

Sincerely,

David Wilkins
Superintendent

DW/scfd

BID ANALYSIS

Cause #: 09TX0694 Acct. #: 7056-0000-0224-002
Bid Amount: \$0.00 Property Value: \$78,520.00
Bidders Name: Galveston County Drainage Minimum Bid at first sale: \$76,388.33
District Number One
Strike Off Date: 01-31-2011

JUDGMENT INFORMATION

Tax Entity	Tax Years	Amount Due
Santa Fe ISD, Galveston County Education District	1990-2009	\$40,326.19
Galveston County, Road & Flood, City of Santa Fe, Galveston County Drainage District #1, Galveston County Emergency Service District #1, College of the Mainland	1990-2009	\$34,226.94
		Total:
		\$74,553.13

COSTS

Publication Fee: (Payable to Galveston County Sheriff's Department)	\$696.20
Court Costs: (Payable to Galveston County District Clerk)	\$389.00
Ad Litem Fees: (Payable to Margaret T. Hindman)	\$500.00
Research Fee: (Payable to Lyn Wingert & Associates)	\$250.00
Filing Fees-Sheriff Deed Fee: (Payable to PBFCM)	\$20.00
Filing Fees- Resale Deed Fee: (Payable to Galveston County Clerk)	\$48.00
Total:	
\$1,903.20	

POST JUDGMENT TAXES

Entity	Tax Year	Amount due: Aug 2013 P/I
Santa Fe ISD	2010	\$1,775.42
Galveston County, et al	2010	\$1,696.37
		Total: \$3,471.79

PROPOSED DISTRIBUTION

Bid Amount: <u>\$0.00</u>	Costs: <u>\$1,903.20</u>
Net to Distribute: <u>\$0.00</u>	Post Judgment: <u>\$3,471.79*</u>

Disburse checks as follows:

Santa Fe ISD (inc. CED)		\$0.00	Pro-rated amount for judgment years 1990-2009
Galveston County		\$0.00	Pro-rated amount for judgment years 1990-2009
PBFCM		\$0.00	Costs due under law suit/ tax sale/ resale

**Purchaser will be billed for post judgment taxes once resale deed has been recorded.*

RESALE OF PROPERTY
PROCEEDS DISTRIBUTION FORM

Cause Number 09TX0694 on the docket of the 212th District Court
COUNTY OF GALVESTON VS. ANN LEE BREITSCHOPF

Property Account Number: 2030-0000-0004-000

Legal Description: PART OF LOT TWO HUNDRED TWENTY-FOUR (224-2) THAMANS 2ND SUBDIVISION, GALVESTON COUNTY, TEXAS, SAID PROPERTY DESCRIBED MORE PARTICULARLY IN THE INSTRUMENT RECORDED IN VOLUME 2985, PAGE 58, IN THE OFFICIAL DEED RECORDS OF GALVESTON COUNTY, TEXAS.

Property Sold at Sheriff's Sale Conducted on November 2, 2010 for \$76,388.33

Property Re-Sold to GALVESTON COUNTY DRAINAGE DISTRICT NUMBER ONE for \$0.00

Proceeds Distribution

<u>Payment of Costs Pursuant to Texas Property Tax Code §34.02</u>	<u>Original Amt Due At Sale</u>	<u>Actual Disbursement</u>
(1) Advertising:		
to "Galveston County Sheriff's Dept." (publication costs)	\$ 696.20	\$ 0.00
(2) Reimbursement - Costs, Fees		
to "PBFCM" (Sheriff deed fee)	\$ -	\$ 0.00
to "Galveston County Clerk" (Resale Deed Fee)		\$ 0.00
(3) Attorney Ad Litem Fees		
to "Margaret Hindman"	\$ 500.00	\$ 0.00
(4) Court Costs		
to "Galveston County District Clerk"	\$ 389.00	\$ 0.00
() Title Search Fees		
to "Lyn Wingert & Associates"	\$ 250.00	\$ 0.00
	<u>\$ 1,835.20</u>	<u>\$ 0.00</u>

<u>Taxing Entity Distribution</u>	<u>Proportionate Share</u>	<u>Taxes Due at Original Sale</u>	<u>Resale Share/(Loss)</u>
to "COUNTY OF GALVESTON"	0.325252088	\$ 11,132.38	\$ 0.00
to "CITY OF SANTA FE"	0.320062231	\$ 10,954.75	\$ 0.00
to "SANTA FE INDEPENDENT SCHOOL DISTRICT"	0.000000000	\$ 40,326.19	\$ 0.00
to "DRAINAGE DISTRICT #1"	0.100295169	\$ 3,432.80	\$ 0.00
to "EMS DISTRICT #1"	0.088969702	\$ 3,045.16	\$ 0.00
to "COLLEGE OF THE MAINLAND"	0.165420809	<u>\$ 5,661.85</u>	\$ 0.00
	Subtotal	\$ 74,553.13	\$ 0.00
	Grand Total	\$ 76,388.33	\$ 0.00

**Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from this instrument before it is filed for record in the public records: your social security number or your driver's license number.
(Language pursuant to Section 11.008 of the Texas Property Code)**

THE STATE OF TEXAS
COUNTY OF GALVESTON

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RESALE DEED

KNOW ALL MEN BY THESE PRESENTS that the SANTA FE INDEPENDENT SCHOOL DISTRICT for itself and the use and benefit of the GALVESTON COUNTY EDUCATION DISTRICT, GALVESTON COUNTY, GALVESTON COUNTY ROAD & FLOOD, CITY OF SANTA FE, GALVESTON COUNTY DRAINAGE DISTRICT NO. 1, GALVESTON COUNTY EMERGENCY SERVICES DISTRICT #1 and COLLEGE OF THE MAINLAND, acting by and through its duly elected official ("GRANTOR") as authorized by Section 34.05, Texas Property Tax Code, for and in consideration of the sum of ZERO DOLLARS AND 00/100 (\$0.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, in hand paid by GALVESTON COUNTY DRAINAGE DISTRICT NUMBER ONE ("GRANTEE") the receipt of which is hereby acknowledged and confessed, has granted and conveyed and by these presents do grant and convey unto said grantee all right, title and interest of SANTA FE INDEPENDENT SCHOOL DISTRICT for itself and the use and benefit of the GALVESTON COUNTY EDUCATION DISTRICT, GALVESTON COUNTY, GALVESTON COUNTY ROAD & FLOOD, CITY OF SANTA FE, GALVESTON COUNTY DRAINAGE DISTRICT NO. 1, GALVESTON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 and COLLEGE OF THE MAINLAND, in the property herein conveyed, acquired by tax foreclosure sale heretofore held, in Cause No. 09TX0694, styled Galveston County, et al vs. Breitschopf, Ann Lee said property being described as:

PART OF LOT TWO HUNDRED TWENTY-FOUR (224-2) THAMANS 2ND SUBDIVISION, GALVESTON COUNTY, TEXAS, SAID PROPERTY DESCRIBED MORE PARTICULARLY IN THE INSTRUMENT RECORDED IN VOLUME 2985, PAGE 58, IN THE OFFICIAL DEED RECORDS OF GALVESTON COUNTY, TEXAS. (ACCOUNT NUMBER 7056-0000-0224-002)

GRANTOR excludes and excepts from this conveyance any warranties, express or implied, on the property, including, without limitation, any warranties arising by common law or Section 5.023 of the Property Code.

GRANTOR conveys the property:

- (a). "as is", "with all faults" and without any warranty as to condition or environmental hazard,
- (b). subject to all restrictions, easements, rights-of-way leases, oil, gas and mineral leases, royalties, mineral conveyances, and mineral reservations of record, if any, in the office of the County Clerk of said County,
- (c). subject to any right of redemption; and

- (d). subject to rights of parties in possession

GRANTOR disclaims any warranty, guaranty or representation, oral or written, on:

- (a). the nature and condition of the property or other items conveyed hereunder, without limitation, the water, soil and geology,
- (b). the suitability of the property conveyed hereunder for any and all activities and uses which GRANTEE may elect to conduct thereon,
- (c). the existence of any environmental hazards or conditions thereon, (including but not limited to the presence of asbestos or other hazardous materials),
- (d). compliance with applicable environmental laws, rules or regulations; and
- (e). the compliance of the property with any laws, ordinances, or regulations of any governmental entity or body.

By acceptance of this deed, GRANTEE acknowledges and agrees:

- (a). that GRANTOR acquired the property through foreclosure of a tax lien as Trustee and as such has little, if any, knowledge of the physical or economic characteristics of the property,
- (b). GRANTEE has inspected the property and is relying solely on **his** own investigation of the same and not on any information provided or to be provided by on behalf of GRANTOR,
- (c). that any information provided with respect to the property was obtained from a variety of sources, and
- (d). GRANTOR (1) has not made any independent investigation or verification of such information; and (2) does not make any representations as to the accuracy or completeness of such information.
- (e). that if there are any improvements on the property, GRANTOR shall not be responsible for or liable to GRANTEE for any construction defects, errors omissions, or any other conditions affecting the property.

GRANTEE or anyone claiming by, through or under GRANTEE, hereby fully releases GRANTOR, its employees, officers, directors, representatives, attorneys and agents from any and all claims that it may now have or hereafter acquire against GRANTOR, its respective employees, officers, directors, representatives, attorneys and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to the conveyance of the premises herein as well as any construction defects, errors, omissions, or other conditions affecting the property and other items conveyed hereunder. GRANTEE further acknowledges and agrees that this release shall be given full

force and effect according to each of its express terms and provisions, including, but not limited to, those relating to unknown and suspected claims, damages and causes of action. This covenant releasing GRANTOR shall be a covenant running with the property and shall be binding upon GRANTEE, his heirs, successors, beneficiaries and assigns. GRANTOR hereby assigns without recourse or representation of any nature to GRANTEE, effective upon the execution and delivery hereof, any and all claims that GRANTOR may have for any such errors, omissions or defects in the property and other items conveyed hereunder. As a material covenant and condition of this conveyance, GRANTEE agrees that in the event of any such construction defects, errors, omissions or on account of any other conditions affecting the property, GRANTEE shall look solely to GRANTOR'S predecessors or to such contractors and consultants as may have contracted for work in connection with the property and other items conveyed hereunder for any redress or relief. Upon the assignment by GRANTOR of its claims, GRANTEE releases GRANTOR of all right, express or implied, GRANTEE may have against GRANTOR arising out of or resulting from any errors, omissions or defects in the property and other items conveyed hereunder. GRANTEE further understands that some of GRANTOR'S predecessors in interest may be or become insolvent, bankrupt, judgment-proof or otherwise incapable of responding in damages and GRANTEE may have no remedy against such predecessors, contractors or consultants.

GRANTEE hereby further agrees on behalf of **himself** and **his** heirs, successors, beneficiaries and assigns to indemnify, protect, defend, save and hold harmless GRANTOR and GRANTOR'S elected and appointed officials, employees, officers, directors, representatives, attorney and agents from and against any and all debts, duties, obligation, liabilities, suits, claims, demands, cause of action, damages, losses, costs and expenses (including, without limitation, attorneys' fees and expenses and court costs) in any way relating to, connected with or arising out of the property and other items conveyed hereunder or the ownership, leasing, use, operation, maintenance and management thereof from and after the date hereof, including, without limitation, the cost of any removal of hazardous substances or contaminants from the property and other items conveyed hereunder.

TO HAVE AND TO HOLD said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said GALVESTON COUNTY DRAINAGE DISTRICT NUMBER ONE, **his** successors, beneficiaries, heirs and assigns forever, so that neither the SANTA FE INDEPENDENT SCHOOL DISTRICT for itself and the use and benefit of the GALVESTON COUNTY EDUCATION DISTRICT, GALVESTON COUNTY, GALVESTON COUNTY ROAD & FLOOD, CITY OF SANTA FE, GALVESTON COUNTY DRAINAGE DISTRICT NO. 1, GALVESTON COUNTY EMERGENCY SERVICES DISTRICT #1 and COLLEGE OF THE MAINLAND, nor any person claiming under it shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

Taxes for post judgment years and for the current year are assumed by, and are to be paid by GRANTEE.

Executed this _____ day of _____, 2013.

IN TESTIMONY WHEREOF, the taxing authorities herein have caused these presents to be executed their _____ day of _____, 2013.

SANTA FE INDEPENDENT SCHOOL DISTRICT FOR ITSELF
AND AS TRUSTEE FOR THE USE AND BENEFIT OF THE
GALVESTON COUNTY EDUCATION DISTRICT

JOHN ROTHERMEL
PRESIDENT, BOARD OF TRUSTEES

THE STATE OF TEXAS
COUNTY OF GALVESTON

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ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this day personally appeared, JOHN ROTHERMEL, President, Board of Trustees, Santa Fe Independent School District for itself and as trustee for the use and benefit of the Galveston County Education District, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2013.

SEAL

NOTARY PUBLIC, in and for the
STATE OF TEXAS
My Commission Expires: _____

GALVESTON COUNTY FOR ITSELF AND AS
TRUSTEE FOR THE USE AND BENEFIT OF THE
GALVESTON COUNTY ROAD AND FLOOD

MARK HENRY
COUNTY JUDGE

THE STATE OF TEXAS
COUNTY OF GALVESTON

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BEFORE ME, the undersigned authority, on this day personally appeared MARK HENRY, County Judge, Galveston County for itself and as Trustee for the use and benefit of the Galveston County Road and Flood, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of
_____ 2013.

NOTARY PUBLIC, in and for the
STATE OF TEXAS

My Commission Expires: _____

CITY OF SANTA FE

RALPH STENZEL
MAYOR

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared RALPH STENZEL, Mayor, City of Santa Fe, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of
_____ 2013.

NOTARY PUBLIC, in and for the
STATE OF TEXAS

My Commission Expires: _____

COLLEGE OF THE MAINLAND

THE STATE OF TEXAS

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COUNTY OF GALVESTON

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BEFORE ME, the undersigned authority, on this day personally appeared _____,
_____, College of the Mainland, known to me to be the person whose name is
subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes
and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of

_____ 2013.

NOTARY PUBLIC, in and for the
STATE OF TEXAS

My Commission Expires: _____

GALVESTON COUNTY EMERGENCY SERVICES
DISTRICT NO. 1

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared _____,
_____, Galveston County Emergency Services District No. 1, known to me to be
the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he
executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of

_____ 2013.

NOTARY PUBLIC, in and for the
STATE OF TEXAS

My Commission Expires: _____

GALVESTON COUNTY DRAINAGE DISTRICT NO. 1

THE STATE OF TEXAS
COUNTY OF GALVESTON

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BEFORE ME, the undersigned authority, on this day personally appeared _____, Galveston County Drainage District No. 1, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ 2013.

NOTARY PUBLIC, in and for the
STATE OF TEXAS

My Commission Expires: _____

Grantee: GALVESTON COUNTY DRAINAGE DISTRICT NUMBER ONE
P.O. BOX 591
SANTE FE, TX 77517-0591

AFTER RECORDING, RETURN TO:
Perdue, Brandon, Fielder, Collins & Mott, L.L.P.
1235 North Loop West, Suite 600
Houston, Texas 77008

AGENDA ITEM #16.a.

Contract Name: Galveston County

TCEQ Contract Number: 582-14-40129

Texas Commission on Environmental Quality

Cooperative Reimbursement Contract for State Agencies and Local Governments

CONTRACT SIGNATURE PAGE

Contract Name: Local Initiative Projects (LIP)

Contract Number: 582-14-40129

Performing Party: Galveston County

Performing Party Identification Number: 17460000908

Maximum Authorized Reimbursement: \$54,472.00

Effective Date: ☒ 9/01/2013 ☐ Date of last signature

Expiration Date: ☒ 8/31/2017 ☐ Last day of Fiscal Year in which the Contract was signed

☒ If checked, this Contract requires matching funds. Match Requirement: See Scope of Work VII(5)

☐ If checked, this Contract is funded with federal funds.

CFDA Number:

Federal Grant Number:

This Contract is entered under: ☐ Gov't Code ch. 771 ☒ Gov't Code ch. 791 ☒ Water Code § 5.124

The Texas Commission on Environmental Quality (TCEQ), an agency of the State of Texas, and the named Performing Party, a state agency or local government of the State of Texas, enter this agreement (Contract) to cooperatively conduct authorized governmental functions and activities under the laws of the State of Texas.

The Parties agree as follows: (a) to be effective, the Contract must be signed by an authorized official of the TCEQ and the Performing Party; (b) this Contract consists of all documents specified in the list of Contract Documents following this page; and (c) as authorized by TCEQ, Performing Party will conduct Contract Activities as part of its own authorized governmental functions and TCEQ will reimburse Allowable Costs subject to the Texas Uniform Grant Management Standards (UGMS) and this Contract.

**Texas Commission on
Environmental Quality (TCEQ)**

**County of Galveston
(Performing Party)**

By: _____
Authorized Signature

David Brymer
Printed Name

Division Director
Title

Date

Procurements & Contracts Representative

Clifford Calley
Printed Name

Date

By: _____
Authorized Signature

The Honorable Mark Henry
Printed Name

Galveston County Judge
Title

Date

CONTRACT DOCUMENTS LIST

Cooperative Reimbursement Contract for State Agencies and Local Governments

This Contract between TCEQ and Performing Party consists of the Contract Documents listed on this page and marked by an "X." Documents on this list include all amendments. In the event of a conflict of terms, the Contract Documents as amended control in the descending order of the list, subject to provisions in the Special Terms and Conditions, if any. All Contract provisions, however, are subject to control by the latest amendment and most specific provision and by the applicable state and federal laws, rules and regulations.

- ☒ Contract Signature Page
- ☒ Contract Documents List (this page)
- ☒ Special Terms and Conditions
- ☐ Federal Section (Including Federal Conditions and Completed Forms)
- ☒ Scope of Work
- ☒ General Terms and Conditions
 - Choose One
 - ☐ Fixed Payment Amounts
 - ☒ Cost Budget
- ☒ Notices, Project Representatives and Records Locations
- ☐ TCEQ – Approved Contract Work Plan
- ☒ TCEQ – Approved Performing Party Project Proposals (created during the term of the contract and incorporated by reference)
- ☐ Attachment A
- ☐ Attachment B
- ☐ Attachment C
- ☐ Attachment D

SPECIAL TERMS AND CONDITIONS

1. These Special Terms and Conditions add to, or in the case of conflicts, supersede and take precedence over the General Terms and Conditions set forth in this Contract.
2. **Period of Funds Availability.** TCEQ may encumber grant monies collected in a fiscal year and disburse that grant money to the Performing Party (on an as needed basis as determined by TCEQ) within a period of two (2) fiscal years after that encumbrance. After this time, any balance unpaid to the Performing Party shall be lost due to the TCEQ appropriation authority. Grant money encumbered by TCEQ for a specified fiscal year may be spent by the Performing Party in that fiscal year and for two (2) fiscal years after, provided that this contract remains in force.
3. **Advance Payment.** The TCEQ may provide the funds in advance of the Performing Party's incurring anticipated costs of LIRAP Activities.
 - 3.1. By paying advance payments the TCEQ does not waive any requirements for the reimbursement of costs. The TCEQ may at any time before or after any advance payment request additional evidence concerning costs. The TCEQ may audit the records of the Performing Party and may also audit the Performing Party's performance as to any Contract Activity and any other Contract requirement.
 - 3.2. Advance Payments are conditioned on the approval of the FSR. If the FSR does not demonstrate Performing Party has complied with the Contract requirements, the TCEQ may withhold approval or reject the FSR.
 - 3.3. Any funds advanced during the duration of this Contract that have not been expended by the Performing Party by the Termination Date of this contract shall be returned to TCEQ within ninety (90) days after the Termination Date.
4. **Cost Reimbursement.** In accordance with the Appropriations Act, TCEQ will provide funding by reimbursing the Performing Party's costs of conducting the LIP Activities which are eligible for reimbursement. The TCEQ is responsible to the Texas Legislature and other state agencies to determine whether costs are eligible for reimbursement. Therefore, TCEQ will review the costs of the LIP Activities to determine eligibility for reimbursement under the terms of the Contract Documents.
5. **Eligible Costs.** An eligible cost is a cost of conducting the LIP Activities that is eligible for reimbursement under the Contract Documents. A payment of funding by the TCEQ, whether in advance of incurring costs or otherwise, does not constitute a TCEQ determination that a cost is eligible for reimbursement.
6. **Source of Funds—State.** State funds provided for this Contract are appropriated to TCEQ for this purpose under the Appropriations Act (Senate Bill 1) of the 83rd Texas Legislature at Article VI, TCEQ rider 25.
7. **Period of Eligible Costs:** In order to be eligible for a reimbursement, costs must occur on or after

the Effective Date unless specific approval is provided by TCEQ and on or before any Termination Date. Costs for a LIP Activity completed as required are presumed to have occurred during the term of this Contract.

8. The TCEQ will authorize reimbursement of the costs of the Performing Party when the Performing Party is in compliance with the requirements of the Contract Documents, the costs are eligible, and appropriated funds are available. Without limitation, none of the following in itself constitutes an entitlement to funds or a guarantee of payment:
 - 8.1. An estimate or determination of the amount of designated fees available for reimbursement.
 - 8.2. Approval of a LIP Activity Plan including the budget.
 - 8.3. A payment; regardless of whether paid in advance of incurring a cost or afterwards.
9. In order for costs to be eligible for reimbursement:
 - 9.1. The Performing Party must demonstrate that it has conducted the Grant Activities and other requirements in accordance with the Contract Documents and that the costs are eligible for reimbursement; and
 - 9.2. Costs must be determined to be the reasonable, necessary, actual, and allowable costs of conducting an approved Grant Activity in accordance with the requirements of the Contract Documents.
10. In order for TCEQ to determine eligibility of costs, the Performing Party must submit to the TCEQ the following on a quarterly basis within 30 days after the end of the term of the quarter represented in the report:
 - 10.1. A Financial Status Report on a form in paper copies and in an electronic database format provided by TCEQ detailing all costs of conducting the Grant Activity incurred during the previous reporting period.
 - 10.2. Supporting documentation for costs attached to the Financial Status Report.
11. The Performing Party must comply with the current TCEQ Financial Status Report processing procedures in effect at the time of submittal. The TCEQ may change or add requirements for processing.
12. The final Financial Status Report shall include a signed release of claims.
13. In addition to the requirements specified in the Contract Documents, the standards for costs to be eligible for reimbursement include those contained in the following, to the extent applicable:
 - 13.1. The Uniform Grant and Contract Management Act, Section 783.001 et seq. Texas Government Code; The Uniform Grant Management Standards for State Agencies, 34

- Texas Administrative Code, Section 20.421 et seq. (UGMS) (allowable costs standards and requirements for grantees);
- 13.2. Appropriations Act of the 83rd Texas Legislature Article IX, Part 4 (Grant-Making Provisions);
 - 13.3. Chapter 2261, Texas Government Code (pertaining to cost reimbursement contracts);
 - 13.4. Chapter 391 Local Government Code if a sub-grantee or recipient of funds is an entity defined as a Regional Planning Council or Council of Governments, (pertaining to costs for entities defined as Regional Planning Councils);
 - 13.5. Texas Government Code Section 556.0055 (pertaining to lobbying);
 - 13.6. 30 TAC Chapter 11 (pertaining to TCEQ contracts) and 30 TAC Chapter 14 (pertaining to grants);
 - 13.7. Other applicable Federal and State rules and statutes;
 - 13.8. Chapter 382, Texas Health and Safety Code and implementation rules of the TCEQ at 30 Texas Administrative Code Chapter 114 Subchapters A and C (pertaining to the Low Income Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program);
 - 13.9. Appropriations Act of the 83rd Texas Legislature at Article VI, TCEQ Rider 25 (appropriation for LIRAP program);
14. The Performing Party agrees that TCEQ may offset any payments for costs ineligible for reimbursement against any other payment to the Performing Party contemplated by the Contract Documents.
 15. The Project Budgets submitted by the Performing Party shall comply with the terms of the Cost Budget and General Terms and Conditions of this Contract; including, but not limited to, the restrictions on indirect rate and travel costs.
 16. Program Income: Funds generated through the use of grant funding, including interest, rebates, fees, and credits, shall be treated as additional grant funds in accordance with UGMS, Article III, Subpart C _____.25(g)(2), and shall be expended in accordance with the requirements of this Contract.
 17. No intent to create intellectual property. TCEQ anticipates that performance of the Contract Activities will not require the creation of intellectual property. Accordingly, Article 10 of the General Terms and Conditions of this Contract will not be applicable. If the Performing Party at any time determines that the Contract Activities will require creation of intellectual property, including new works incorporating preexisting intellectual property, the Performing Party shall immediately notify the TCEQ and will not undertake such activity unless TCEQ provides written authority to proceed.

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
Inter-Governmental Cooperative Reimbursement Agreement
with
Federal, State and Local Governments and Agencies

CONTRACT ACTIVITIES

SCOPE OF WORK

Scope of Work for a grant contract agreement between the Texas Commission on Environmental Quality (TCEQ or Commission) and participating county (Grantee or Performing Party), relating to expenditure of Low Income Vehicle Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program (LIRAP) funds for Local Initiative Projects (LIP) under Texas Health and Safety Code (HSC) §382.220

I. INTRODUCTION

LIRAP was authorized by the 77th Texas Legislature in 2001, to improve air quality. LIRAP operates in areas of the state that participate in the AirCheckTexas motor vehicle emissions inspection and maintenance program administered jointly by the TCEQ and the Texas Department of Public Safety.

In 2007, the 80th Texas Legislature, passed Senate Bill (SB) 12, Section 1.07, amending the HSC Chapter 382, to add Section 382.220, "Use of Funding for Local Initiative Projects," which authorized spending accumulated funds on clean air projects proposed by counties. In 2009, the 81st Texas Legislature, House Bill (HB) 1796, made two changes to the program: 1) LIP funding can not be used for the purchase of local government fleet or vehicle acquisition or replacement, and 2) the Commission has the flexibility to reduce the match requirement for certain projects. In 2013, the 83rd Texas Legislature, House Bill (HB) 2305, made a change that requires certain projects to be developed and implemented in consultation with the director of the Department of Public Safety for coordinating with local law enforcement officials to reduce the use of counterfeit registration insignia and vehicle inspection reports by providing local law enforcement officials with funds to identify vehicles with counterfeit insignia and vehicle inspection reports and to carry out appropriate actions. Also in 2013, the 83rd Texas Legislature, House Bill (HB) 2859, made a change that the appropriation from fees collected for LIP funding may not exceed \$7 million per fiscal year, of which \$2 million may be used only for Emissions Enforcement Projects.

The purpose of this agreement is to implement the Legislature's mandate to fund the LIP. The following sections describe in more detail the eligibility requirements, types of projects that can be funded, the process of proposal and approval of projects, and expenditure of LIRAP funds.

II. ELIGIBLE COUNTIES

Only counties currently participating in the LIRAP Program are eligible to receive funding under HSC §382.220 and this Contract. HSC §382.220 specifies that LIP funds provided under HSC §382.220(a) and "...made available to participating counties under Section 382.202(g) or 382.302, may be appropriated only for programs administered in accordance with Chapter 783, Government Code, to improve air quality. A participating county may agree to contract with any

appropriate entity, including a metropolitan planning organization or a council of governments, to implement a program under Section 382.202, 382.209, or this section.”

III. ELIGIBLE PROJECTS

HSC §382.220(b) states that a project under this section must be implemented in consultation with the Commission and that projects eligible for funding under LIP may include projects to:

- (1) expand and enhance the AirCheckTexas Repair and Replacement Assistance Program;
- (2) develop and implement programs or systems that remotely determine vehicle emissions and notify the vehicle's operator;
- (3) develop and implement projects to implement the Commission's Smoking Vehicle Program;
- (4) develop and implement projects in coordination with the director of Department of Public Safety for coordinating with local law enforcement officials to reduce the use of counterfeit registration insignia and vehicle inspection reports by providing local law enforcement officials with funds to identify vehicles with counterfeit registration insignia and vehicle inspection reports and to carry out appropriate actions;
- (5) develop and implement programs to enhance transportation system improvements; or
- (6) develop and implement new air control strategies designed to assist local areas in complying with state and federal air quality rules and regulations.

To be considered eligible, a proposed project must comply with applicable provisions of state and federal laws. Also, project summary forms must be received by the Commission for approval no fewer than 180 days before the end of the fiscal year (FY) during which funds are to be expended, unless the Commission at its sole discretion waives this provision. Unless approved by TCEQ, the costs of work performed prior to the TCEQ signature date on an executed Notice to Proceed (NTP), are not Allowable Costs for reimbursement. If, after execution of this Contract, TCEQ advances funds to the Grantee, Grantee must receive approval for a project and a NTP for that project prior to expending advanced funds. The reimbursement of costs is subject to confirmation by the TCEQ that the expenditure is an Allowable Cost according to this contract.

The Grantee will administer and implement the Contract Activities; however, the Grantee may implement the program by subcontracting with an appropriate entity, including a regional council of governments, the metropolitan planning organization in the appropriate region, or with another county. The Grantee must oversee the work of this entity. The participating counties in a non-attainment region or counties participating in an early action compact (EAC) under 30 Texas Administrative Code (TAC) Chapter 114, Subchapter C (relating to vehicle inspection and maintenance; LIRAP; and EAC Counties), may agree to have the money collected in any one county be used in any other participating county in the same region (HSC §382.209(g)). If one county gives any portion of their funding to another county, an agreement should be created between counties recording this transfer of funds and the transfer of funds should be reflected in the program budgets of the affected counties. The transfer of funds does not release the Grantee from any fiduciary responsibilities related to the funding allocated to them. A proposed project

that involves more than one county must include a list of participating counties and for each participating county, written authorization, such as a letter, signed by a responsible individual of the county who authorizes use of that county's allocation of LIP funds and the amount of the county's allocation to be dedicated to the proposed project.

To the extent possible, counties intending to fund projects that generate emission reduction credits to be included in the State Implementation Plan (SIP), should provide documentation, descriptions, computations, or other supporting evidence, demonstrating in detail the emission reduction benefits to be derived from proposed projects in their project summaries. If none are projected, then state "none." See Attachment A for guidance on submitting evidence for SIP credit.

IV. STATUTORY RESTRICTION ON USE OF FUNDS

As specified in SB 12, Section 1.07(c), and codified in HSC §382.220(c), funds provided under this contract may not be expended for the following purposes related to operation and administration of the LIRAP Program:

1. call center management;
2. application oversight;
3. invoice analysis;
4. education;
5. outreach;
6. advertising, and
7. local government fleet or vehicle acquisition or replacement.

Interpretation of the applicability of these prescribed categories to proposed projects is at the sole discretion of the Commission. LIP proposals must clearly state the nature of the goods and services acquired or to be acquired in the course of implementing a project.

V. AMOUNT OF FUNDING

The Commission may provide funds in the form of reimbursements for approved projects that meet project eligibility requirements enumerated above. HSC §382.220(d) authorizes the Commission to disburse fees collected under HSC §§382.202 and 392.302 among all counties eligible to propose LIPs, as described above under Section II, ELIGIBLE COUNTIES of this Agreement. Funds will be made available to the Grantee only on a matching basis, whereby the Commission provides money to the Grantee in the same amount or a reduced amount for an eligible project as the Grantee matches, as described above under Section III, ELIGIBLE PROJECTS of this Agreement. The term "money" in HSC §382.220(d) is construed to mean cash or tangible property (as defined in the Texas Uniform Grant Management Standards (UGMS)) donated for a LIP. Funds may not be disbursed to the Grantee if the Grantee does not propose an

approvable project during a particular FY.

House Bill (HB) 1796, 81st Texas Legislature, amended HSC §382.220(d) to state that the Commission may reduce the match requirement for a county that proposes to develop and implement independent test facility fraud detection programs, including the use of remote sensing technology for coordinating with law enforcement officials to detect, prevent, and prosecute the use of counterfeit registration insignia and vehicle inspection reports. These projects would be developed and implemented in consultation with the Director of the Department of Public Safety.

Maximum funding under HSC §382.220 available to:	<u>Galveston County</u>
for LIP during FY 2014 is:	<u>\$13,618.00</u>
to be expended by:	<u>August 31, 2014</u>

Estimated funding under HSC §382.220 available to:	<u>Galveston County</u>
for LIP during FY 2015 is:	<u>\$13,618.00</u>
to be expended by:	<u>August 31, 2015</u>

Estimated funding under HSC §382.220 available to:	<u>Galveston County</u>
for LIP during FY 2016 is:	<u>\$13,618.00</u>
to be expended by:	<u>August 31, 2016</u>

Estimated funding under HSC §382.220 available to:	<u>Galveston County</u>
for LIP during FY 2017 is:	<u>\$13,618.00</u>
to be expended by:	<u>August 31, 2017</u>

No part of the required local match may come from LIRAP funding provided under HSC §382.209. All or part of the local match may be an in-kind contribution of services or tangible property, such as donations of land or materials if consistent with state regulations.

In computing a budget for a proposed project, the Grantee should complete an actual Project Budget. All invoices for reimbursement must clearly describe the project for which reimbursement is being requested, the nature of the goods and services acquired, and the period of time during which expenses were incurred.

VI. PROJECT APPROVAL

Project proposals submitted by the Grantee will be evaluated and awarded funding based on the criteria in this contract. At a minimum, proposals should include all components listed below under "PROJECT SELECTION CRITERIA."

VII. PROJECT SELECTION CRITERIA

Unless otherwise provided in this agreement or authorized in writing by the TCEQ, the Grantee must submit a written plan for conducting each LIP, which must contain the following components:

1. **APPLICANT(S).** County requesting funding of the LIP and the name of the agency or entity that will administer the project.
2. **RESPONSIBLE PERSON(S).** Names, phone numbers and, if appropriate, titles of the individual or individuals preparing, submitting, and directing this project on behalf of the eligible county or counties.
3. **PROJECT DESCRIPTION.** A clear and concise description of the proposed project, including details of the operation of the program, target emitting source or sources, technologies or methods to be implemented to reduce emissions, an itemized list of goods and services needed to implement the project, and any other details of the project that explain how the project will reduce emissions or help the region comply with state or federal clean air rules or regulations. If construction is proposed, the proposal should include a map of the location, photographs of the existing project site, a site plan of the proposed construction, illustrations of the proposed work, and a description of how it would be accomplished, including estimated cost.
4. **PROJECT SCHEDULE.** The proposal should include the proposed starting date and, if appropriate, ending date of the proposed project. If possible, the proposal should also include dates of important project milestones, or durations of key phases of the project (planning and design, bid approvals and awards, implementation or construction, if any).
5. **PROJECT BUDGET.** An itemized budget identifying the full cost of all project phases, including the amount and source of local matching funds or value of in-kind donations for which LIP funding under HSC §382.220 is requested. Of this total, a maximum of 50 percent may be reimbursed from HSC §382.220 Clean Air Account funds not to exceed the amount in section V. "AMOUNT OF FUNDING." Under HB 1796, the commission may reduce the match requirement for a county that proposes to develop and implement independent test facility fraud detection programs. No part of the required local match may come from LIRAP funding provided under HSC §382.209. All or part of the local match may be an in-kind contribution of tangible property such as donations of land or materials or professional services, if consistent with state regulations.

In-Kind Match. If part or the entire local match will be an in-kind contribution in lieu of funds, the proposal must include a detailed description and estimated value of the property or professional services to be donated to the project. A tangible in-kind match could include donations of land, equipment or materials to be used, or professional services related to the project that can be documented. The in-kind local match cannot include professional services funded under HSC §382.209 or activities prohibited under HSC §382.220(c). The in-kind local match can be provided by another entity besides the county, such as, for example, a city or metropolitan transportation authority. If the local match is provided by an entity other than the proposing county, the proposal must include official documentation of the commitment of that property, such as by signed letter of commitment from an appropriate agent of the owner

of the property for the purpose of implementing the proposed LIP.

Project Budget. The Grantee will include documentation showing the amount of any in-kind contribution received with each invoice.

6. PROJECT BENEFITS. Explain and document, if possible, the anticipated air quality benefits to the county or region. Describe how the air quality benefits or emission reductions are enforceable, permanent, quantifiable, and surplus, including computations, model results, or other documentation, if available. If the proposed project provides new opportunities for innovation, diversity, enhancement, or creativity in local air quality projects, describe these benefits as well. If none are projected, then state "none."
7. SIGNATURE. The proposal must be signed by a person who will be responsible for the management and implementation of the proposed project.
8. CONTACTS FOR ASSISTANCE. For further information, please contact the TCEQ LIRAP staff: Rick Smathers at 512/239-1406, rick.smathers@tceq.texas.gov; or Santos Olivarez at 512/239-4718, santos.olivare@tceq.texas.gov.

VIII. MONITORING AND REPORTING

The Grantee must submit quarterly reports to the TCEQ, documenting the activities conducted under the LIP and the total amount of funds expended for the project. The reports should be filed for each quarter during the term of contract (September 1-November 30; December 1-February 29; March 1- May 31; June 1-August 31). Reports must be submitted to the TCEQ within 30 days following the end of the quarter (due dates of December 30, March 30, June 30, and September 30, respectively).

The Grantee must also submit comprehensive annual reports detailing all activities conducted under the LIP Biennium Agreement. The annual reports should be filed for each year during the term of the contract (September 1, 2013 – August 31, 2014; September 1, 2014 – August 31, 2015; September 1, 2015 – August 31, 2016; September 1, 2016 – August 31, 2017.) Annual reports must be submitted within 30 days following the end of the fiscal year (due dates of September 30, 2014; September 30, 2015; September 30, 2016, September 30, 2017, respectively).

IX. LIP PROJECT PROCEDURES

1. PROJECT PROPOSAL PROCESS

- (a) Projects performed under this Contract will be performed under project proposals, containing the elements listed in Article VII of the Scope of Work.
- (b) Whereas the subject area categories described in Article III of the Scope of Work are intended to provide a general overview of the types of programs that are eligible, the project proposals will contain more detailed specifications of the project activities. The listing of a subject area category in Article III does not imply approval of a project

proposal falling under one of those subject area categories. For each project submitted, the Grantee will submit the items listed in the scope of work, including a project budget.

- (c) The TCEQ will then approve the Grantee's project without modifications, reject the project and request modifications, or disapprove the project. When agreement between the parties has been reached about the project, the TCEQ will issue a Notice to Proceed and the PERFORMING PARTY shall start the project.

2. NOTICE TO PROCEED

- (a) Projects under this Contract will be authorized by Notices to Proceed (NTP) issued by the TCEQ after review and approval of submitted projects.
- (b) A NTP may include time limits and a maximum authorized TCEQ reimbursement amount, in which case all activities must be performed within those time limits and reimbursement for project activities performed under that NTP may not exceed the authorized amount.
- (c) The TCEQ is not liable to reimburse costs incurred by the Grantee for project activities until TCEQ issues an NTP for the project. Costs incurred before issuance of the NTP must be clearly identified in the project proposal and approved by TCEQ to be eligible for reimbursement.

3. PROJECT REVISIONS

- (a) Revisions to the project activities. Additions and changes to the scope of an approved project, including any requested funding increases, require submission of a revised project plan for TCEQ review and approval. These changes to an approved project will not take effect until the TCEQ has issued a revised NTP, approving and incorporating these changes.
- (b) Revisions to the project activities that do not affect the project budget categories, or cause an increase or decrease in the activities performed under the project may be approved by TCEQ as a minor change through electronic mail.
- (c) Revisions to the project budget. Cumulative transfers among the budgeted direct cost categories within a project budget must not exceed 10 percent (10%) of the current total budgeted amount for that project. Transfers exceeding 10% require submission of a revised project plan as detailed in (a) above.

4. MATERIAL RELIANCE ON PROJECT BUDGETS

- (a) Project Budget. The Grantee agrees to conduct an approved project within the original budget provided in the project proposal unless the TCEQ agrees to a budget revision. The TCEQ will only reimburse up to the total amount contained in each project budget and, therefore, materially relies on the Grantee's expertise and diligence in the preparation of budgets submitted for approval in the project proposals. The Grantee acknowledges and agrees that the TCEQ may materially rely on these estimates.

**GENERAL TERMS AND CONDITIONS
for Cooperative Reimbursement Contract
for State Agencies and Local Governments**

1. CONTRACT PERIOD

- 1.1. **Contract Period.** The Contract begins on the Effective Date and ends on the Expiration Date as provided on the Contract Signature Page. If no Effective Date is provided, the Effective Date of the Contract is the date of last signature. If no Expiration Date is provided, the Expiration Date is August 31 of the same Fiscal Year in which the Contract is signed.
- 1.2. **Amendments.** This Contract is not subject to competitive selection requirements and may be amended by mutual agreement. Except as specifically allowed by the Contract, all changes to the Contract require a written amendment and agreed to by both parties.
- 1.3. **Extensions.** TCEQ may by unilateral written amendment extend the Expiration Date for a period of up to 90 days. Unless otherwise indicated in the applicable contract amendment, an extension does not extend any other deadlines or due dates other than the expiration of the Contract Period.

2. FUNDS

- 2.1 **Availability of Funds.** This Contract and all claims, suits or obligations arising under or related to this Contract are subject to the receipt and availability of funds appropriated by the Texas Legislature for the purposes of this Contract or the respective claim, suit or obligation, as applicable. Performing Party will ensure that this article is included in any subcontract it awards.
- 2.2 **Maximum Authorized Reimbursement.** The total amount of funds provided by TCEQ for the Contract will not exceed the amount of the Maximum Authorized Reimbursement as shown on the Contract Signature Page.
- 2.3 **Fiscal Year Restrictions.** In order to be reimbursed under this Contract, costs must be incurred during the Contract Period and within the time limits applicable to the funds from which the Contract is being paid. TCEQ is under no obligation to offer deadline extensions which extend to the maximum availability of the contract funding source.
- 2.4 **Grants.** If this Contract was entered under the TCEQ's authority to award grants, TCEQ is providing financial assistance to the recipient to undertake its own project.
- 2.5 **No Debt against the State.** This Contract is contingent on the continuing appropriation of funds. This Contract shall not be construed to create debt against the State of Texas.

3. ALLOWABLE COSTS

- 3.1 **Conforming Activities.** TCEQ will reimburse the Performing Party for necessary and reasonable Allowable Costs that are incurred and paid by the Performing Party in performance of the Scope of Work as authorized by this Contract in the Cost Budget or Fixed Payment Amounts.
- 3.2 **UGMS.** Allowable Costs are restricted to costs that comply with the Texas Uniform Management Standards (UGMS) and applicable state and federal rules and law. The text

of UGMS is available online at the Governor's website. The parties agree that all the requirements of the UGMS apply to this Contract, including the criteria for Allowable Costs. Additional federal requirements apply if this Contract is funded, in whole or in part, with federal funds.

4. REIMBURSEMENT

- 4.1. **Reimbursement Requests.** Performing Party shall invoice TCEQ to request reimbursement for its Allowable Costs for performing the Scope of Work. Performing Party's invoice shall confirm to all reimbursement requirements specified by TCEQ.
- 4.2. **Conditional Payments.** Reimbursements are conditioned on the Scope of Work being performed in compliance with the Contract. Performing Party shall return payment to TCEQ for either overpayment or activities undertaken that are not compliant with the Scope of Work. This does not limit or waive any other TCEQ remedy.
- 4.3. **No Interest for Delayed Payment.** Because the Performing Party is not a vendor of goods and services within the meaning of Texas Government Code Chapter 2251, no interest is applicable in the case of late payments.
- 4.4. **Release of Claims.** As a condition to final payment or settlement, or both, the Performing Party shall execute and deliver to the TCEQ a release of all claims against the TCEQ for payment under this Contract.

5. FINANCIAL RECORDS, ACCESS AND AUDITS

- 5.1 **Audit of Funds.** The Performing Party understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Performing Party further agrees to fully cooperate with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Performing Party shall ensure that this clause concerning the audit of funds accepted under this Contract is included in any subcontract it awards.
- 5.2 **Financial Records.** Performing Party shall establish and maintain financial records including records of costs of the Scope of Work in accordance with generally accepted accounting practices. Upon request Performing Party shall submit records in support of reimbursement requests. Performing Party shall allow access during business hours to its financial records by TCEQ and other state agencies for the purpose of inspection and audit. Financial records regarding this contract shall be retained for a period of three (3) years after date of submission of the final reimbursement request.

6. PERFORMING PARTY'S RESPONSIBILITIES

- 6.1 **Performing Party's Responsibility for the Scope of Work.** Performing Party undertakes performance of the Scope of Work as its own project and does not act in any capacity on behalf of the TCEQ nor as a TCEQ agent or employee. Performing Party agrees that the Scope of Work is furnished and performed at Performing Party's sole risk as to the means, methods, design, processes, procedures and performance.
- 6.2 **Independent Contractor.** The parties agree that the Performing Party is an independent contractor. Nothing in this Contract shall create an employee-employer relationship between Performing Party and TCEQ. Nothing in this Contract shall create a joint venture between TCEQ and the Performing Party.

- 6.3 **Performing Party's Responsibilities for Subcontractors.** All acts and omissions of subcontractors, suppliers and other persons and organizations performing or furnishing any of the Scope of Work under a direct or indirect contract with Performing Party shall be considered to be the acts and omissions of Performing Party.
- 6.4 **No Third Party Beneficiary.** TCEQ does not assume any duty to exercise any of its rights and powers under the Contract for the benefit of third parties. Nothing in this Contract shall create a contractual relationship between TCEQ and any of the Performing Party's subcontractors, suppliers or other persons or organizations with a contractual relationship with the Performing Party.

7. TIME

- 7.1 **Time is of the Essence.** Performing Party's timely performance is a material term of this Contract.
- 7.2 **Delays.** Where Performing Party's performance is delayed, except by Force Majeure or act of the TCEQ, TCEQ may withhold or suspend reimbursement, terminate the Contract for cause, or enforce any of its other rights (termination for convenience may be effected even in case of Force Majeure or act of TCEQ).

8. CONFLICT OF INTEREST

The Performing Party shall timely notify TCEQ in writing of any actual, apparent, or potential conflict of interest regarding the Performing Party or any related entity or individual. No entity or individual with any actual, apparent, or potential conflict of interest shall take part in the performance of any portion of the Scope of Work, nor have access to information regarding any portion of the Scope of Work, without TCEQ's written consent in the form of a unilateral amendment. Performing Party agrees that TCEQ has sole discretion to determine whether a conflict exists, and that a conflict of interest is grounds for termination for cause.

9. DATA AND QUALITY

- 9.1 **Quality and Acceptance.** All work performed under this Contract must be complete and satisfactory in the reasonable judgment of the TCEQ. All materials and equipment shall be handled in accordance with instructions of the applicable supplier, except as otherwise provided in the Contract.
- 9.2 **Quality Assurance.** All work performed under this Contract that involves the acquisition of environmental data will be performed in accordance with a TCEQ-approved Quality Assurance Project Plan (QAPP) meeting all applicable TCEQ and EPA requirements. Environmental data includes any measurements or information that describe environmental processes, location, conditions, ecological or health effects and consequences. Environmental data includes information collected directly from measurements, produced from models, and compiled from other sources such as databases or literature. No data collection or other work covered by this requirement will be implemented prior to Performing Party's receipt of the QAPP signed by TCEQ and, if necessary, the EPA. Without prejudice to any other remedies available to TCEQ, TCEQ may refuse reimbursement for any environmental data acquisition performed prior to approval of a QAPP by TCEQ and, if necessary, the EPA. Also, without prejudice to any other remedies available to TCEQ, Performing Party's failure to meet the terms of the QAPP may result in TCEQ's suspension of associated activities and non-reimbursement of expenses related to the associated activities.

- 9.3 **Laboratory Accreditation.** Any laboratory data or analyses provided under this Contract must be prepared by a laboratory that is accredited by TCEQ according to 30 Texas Administrative Code Chapter 25, subchapters A and B, unless TCEQ agrees in writing to allow one of the regulatory exceptions specified in 30 Texas Administrative Code Section 25.6.

10. **INTELLECTUAL PROPERTY**

- 10.1 **Third Party Intellectual Property.** Unless specifically modified in an amendment or waived in a unilateral amendment, Performing Party must obtain all intellectual property licenses expressly required in the Scope of Work, or incident to the use or possession of any deliverable under the Contract. Performing Party shall obtain and furnish to TCEQ: documentation on the use of such intellectual property, and a perpetual, irrevocable, enterprise-wide license to reproduce, publish, otherwise use, or modify such intellectual property and associated user documentation, and to authorize others to reproduce, publish, otherwise use, or modify such intellectual property for TCEQ non-commercial purposes, and other purposes of the State of Texas.
- 10.2 **Grant of License.** Performing Party grants to TCEQ a nonexclusive, perpetual, irrevocable, enterprise-wide license to reproduce, publish, modify or otherwise use for any non-commercial TCEQ purpose any preexisting intellectual property belonging to the Performing Party that is incorporated into any new works created as part of the Scope of Work, intellectual property created under this Contract, and associated user documentation.

11. **INSURANCE AND INDEMNIFICATION**

- 11.1 **Insurance.** Unless prohibited by law, the Performing Party shall require its contractors to obtain and maintain during the Contract Period adequate insurance coverage sufficient to protect the Performing Party and the TCEQ from all claims and liability for injury to persons and for damage to property arising from the Contract. Unless specifically waived by the TCEQ, sufficient coverage shall include Workers Compensation and Employer's Liability Insurance, Commercial Automobile Liability Insurance, and Commercial General Liability Insurance.
- 11.2 **Indemnification.** TO THE EXTENT AUTHORIZED BY LAW, THE PERFORMING PARTY SHALL REQUIRE ALL CONTRACTORS PERFORMING CONTRACT ACTIVITIES ON BEHALF OF PERFORMING PARTY TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE TCEQ AND PERFORMING PARTY AND THEIR OFFICERS, AND EMPLOYEES, FROM AND AGAINST ALL LOSSES, LIABILITIES, DAMAGES, AND OTHER CLAIMS OF ANY TYPE ARISING FROM THE PERFORMANCE OF CONTRACT ACTIVITIES BY THE CONTRACTOR OR ITS SUBCONTRACTORS, SUPPLIERS AND AGENTS, INCLUDING THOSE ARISING FROM DEFECT IN DESIGN, WORKMANSHIP, MATERIALS, OR FROM INFRINGEMENT OF ANY PATENT, TRADEMARK OR COPYRIGHT; OR FROM A BREACH OF APPLICABLE LAWS, REGULATIONS, SAFETY STANDARDS OR DIRECTIVES. THE DEFENSE OF TCEQ SHALL BE SUBJECT TO THE AUTHORITY OF THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS TO REPRESENT TCEQ. THIS COVENANT SURVIVES THE TERMINATION OF THE CONTRACT.

12. TERMINATION

- 12.1 **Termination for Cause.** TCEQ may, upon providing 10 days' written notice and the opportunity to cure to the Performing Party, terminate this Contract for cause if Performing Party materially fails to comply with the Contract including any one or more of the following acts or omissions: nonconforming work, or existence of a conflict of interest. Termination for cause does not prejudice TCEQ's other remedies authorized by this Contract or by law.
- 12.2 **Termination for Convenience.** TCEQ may, upon providing 10 days' written notice to the Performing Party, terminate this Contract for convenience. Termination shall not prejudice any other right or remedy of TCEQ or the Performing Party. Performing Party may request reimbursement for: conforming work and timely, reasonable costs directly attributable to termination. Performing Party shall not be paid for: work not performed, loss of anticipated profits or revenue, consequential damages or other economic loss arising out of or resulting from the termination.
- 12.3 If, after termination for cause by TCEQ, it is determined that the Performing Party had not materially failed to comply with the Contract, the termination shall be deemed to have been for the convenience of TCEQ.

13. DISPUTES, CLAIMS AND REMEDIES

- 13.1 **Payment of a Release.** Neither payment by TCEQ nor any other act or omission other than an explicit written release, in the form of a unilateral amendment, constitutes a release of Performing Party from liability under this Contract.
- 13.2 **Schedule of Remedies available to the TCEQ.** In accordance with Texas Government Code Chapter 2261 the following Schedule of Remedies applies to this Contract. In the event of Performing Party's nonconformance, TCEQ may do one or more of the following:
- Issue notice of nonconforming performance;
 - Reject nonconforming performance and request corrections without charge to the TCEQ;
 - Reject a reimbursement request or suspend further payments, or both, pending accepted revision of the nonconformity;
 - Suspend all or part of the Contract Activities or payments, or both, pending accepted revision of the nonconformity;
 - Demand restitution and recover previous payments where performance is subsequently determined nonconforming;
 - Terminate the contract without further obligation for pending or further payment by the TCEQ and receive restitution of previous payments.
 - Opportunity to Cure. The Performing Party will have a reasonable opportunity to cure its nonconforming performance, if possible under the circumstances.
 - Cumulative Remedies. Remedies are cumulative; the exercise of any remedy under this Contract or applicable law does not preclude or limit the exercise of any other remedy available under this Contract or applicable law.

14. SOVEREIGN IMMUNITY

The parties agree that this Contract does not waive any sovereign immunity to which either party is entitled by law.

- 14.1 **Survival of Obligations.** Except where a different period is specified in this Contract or applicable law, all representations, indemnifications, and warranties made in, required by or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, survive for four (4) years beyond the termination or completion of the Contract, or until four (4) years after the end of a related proceeding. A related proceeding includes any litigation, legal proceeding, permit application, or State Office of Administrative Hearings proceeding, which is brought in relation to the Contract or which in TCEQ's opinion is related to the subject matter of the Contract. Either party shall notify the other of any related proceeding if notice of the proceeding has not been provided directly to that other party.

15. CONTRACT INTERPRETATION

- 15.1 **Definitions.** The word "include" and all forms such as "including" mean "including but not limited to" in the Contract and in documents issued in accordance with the Contract, such as Work Orders or Proposals for Grant Activities (PGAs).
- 15.2 **Headings.** The headings of the sections contained in this Contract are for convenience only and do not control or affect the meaning or construction of any provision of this Contract.
- 15.3 **Delivery of Notice.** Notices are deemed to be delivered three (3) working days after postmarked if sent by U.S. Postal Service certified or registered mail, return receipt requested. Notices delivered by other means are deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, facsimile transmission, email, or other commercially accepted means.
- 15.4 **Interpretation of Time.** All days are calendar days unless stated otherwise. Days are counted to exclude the first and include the last day of a period. If the last day of the period is a Saturday or Sunday or a state or federal holiday, it is omitted from the computation.
- 15.5 **State, Federal Law.** This Contract is governed by, and interpreted under the laws of the State of Texas, as well as applicable federal law.
- 15.6 **Severability.** If any provision of this Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void or unenforceable, it shall be deemed severable (to the extent of such illegality, invalidity or unenforceability) and the remaining part of the provision and the rest of the provisions of this Contract shall continue in full force and effect. If possible, the severed provision shall be deemed to have been replaced by a valid provision having as near an effect to that intended by the severed provision as will be legal and enforceable.
- 15.7 **Assignment.** No delegation of the obligations, rights, or interests in the Contract, and no assignment of payments by Performing Party will be binding on TCEQ without its written consent, except as restricted by law. No assignment will release or discharge the Performing Party from any duty or responsibility under the Contract.

- 15.8 **Venue.** Performing Party agrees that the Contract is being performed in Travis County, Texas, because this Contract has been performed or administered, or both, in Travis County, Texas. The Performing Party agrees that any cause of action involving this Contract arises solely in Travis County, Texas.
- 15.9 **Publication.** Performing Party agrees to notify TCEQ five (5) days prior to the publication or advertisement of information related to this Contract. Performing Party agrees not to use the TCEQ logo or the TCEQ graphic as an advertisement or endorsement without written permission signed by the appropriate TCEQ authority.
- 15.10 **Waiver.** With the exception of an express, written waiver in the form of a unilateral amendment signed by TCEQ, no act or omission will constitute a waiver or release of Performing Party's obligation to perform conforming Contract Activities. No waiver on one occasion, whether expressed or implied, shall be construed as a waiver on any other occasion.
- 15.11 **Compliance with Laws.** TCEQ relies on Performing Party to perform all Contract Activities in conformity with all applicable laws, regulations, and rules and obtain all necessary permits and licenses.
- 15.12 **Counterparts.** This Contract may be signed in any number of copies. Each copy when signed is deemed an original and each copy constitutes one and the same Contract.
- 15.13 **Accessibility.** All electronic content and documents created as deliverables under this Contract must meet the accessibility standards prescribed in 1 Texas Administrative Code sections 206.50 and 213 for state agency web pages, web content, software, and hardware, unless TCEQ agrees that exceptions or exemptions apply.

**Cost Budget – Matching Funds
Cooperative Reimbursement Contract
for State Agencies and Local Governments**

1. **Budget.** Authorized budgeted expenditures for work performed are as follows:

Budget Category	Total Project Costs
Salary / Wages	\$
Fringe Benefits	\$
Travel	\$
Supplies	\$
Equipment	\$
Contractual	\$
Construction	\$
Other	\$
Total Direct Cost	\$
Indirect Cost	\$
Other In-kind Contributions	\$
Total Contract Cost	\$
Cost Share (50%)	\$
TCEQ Reimbursement Amount (50%)	\$

2. **Matching Funds.** This Contract requires matching funds.
- Performing Party must match TCEQ expenditures by contributing 50% of the total project costs as shown above.¹ Unless a reduced match is allowed under VII Project Selection Criteria 5. Project Budget, each invoice must demonstrate that the Performing Party is contributing the required match for the period specified on the invoice.
3. **Indirect Cost Reimbursable Rate.** The reimbursable rate for this Contract is 50.5674% of (check one):
- ☐ salary and wages
- ☒ modified total direct costs
- ☐ other direct costs base
- If other direct cost base, identify:

¹ Certain projects may have a lower match requirement. See Scope of Work Article VII(5).

This rate is less than or equal to (check one):

- ☒ approved predetermined rate
- ☐ experienced-based predetermined rate
- ☐ default rate

4. **Other.** If Budget Category "Other" is greater than \$25,000 or more than 10% of budget total, identify the main constituents:

5. **Budget Categories.** The Budget Categories above have the definitions, requirements and limitations stated in UGMS. Construction costs are not reimbursable without prior, specific written authorization from TCEQ.
6. **Budget Control.** Actual costs to be reimbursed for each line item above must not exceed ten percent (10%) over the budgeted amount for that line item. Total costs to be reimbursed must be at or less than the total specified. All invoices must be submitted in a format that clearly shows how this requirement is being met. At a minimum, invoices must show expenses for the invoice period, year-to-date expenses, projected totals for the year (or applicable contract period), percent of budget spent to date, and percentage of budget projected to be spent.
7. **Invoice Submittal.** Unless otherwise stipulated in the Contract, invoices must be submitted to the TCEQ individual named in Project Representatives and Records Location at monthly intervals. Final invoices shall be submitted within two (2) calendar months after completing the Scope of Work activities. TCEQ may extend this deadline by unilateral contract agreement.
8. **Grant Chargeback Invoices.** In the case of an invoice for grant activities being paid during the second fiscal year for which the funds were appropriated, ALL INVOICES MUST BE SUBMITTED IN SUFFICIENT TIME FOR TCEQ REVIEW, NECESSARY CORRECTIONS, TCEQ APPROVAL, AND SUBSEQUENT PRESENTATION TO THE COMPTROLLER BEFORE THE END OF THE FISCAL YEAR.
9. **Travel.** In order to be reimbursable, travel costs must be specifically authorized in advance of the travel. Travel costs, including per diem, will be reimbursed only in the amount of actual costs, up to the maximum allowed by law for employees of the State of Texas at the time the cost is incurred.
10. **Supporting Records.** Performing Party shall submit records and documentation to TCEQ as appropriate for the review and approval of reimbursing costs. TCEQ may reject invoices without appropriate supporting documentation. TCEQ has the right to request additional documentation. Performing Party shall maintain records subject to the terms of this Contract.
11. **Indirect Costs.** Performing Party's indirect costs will be reimbursed at the reimbursable rate shown above (if no reimbursable rate is shown above, indirect costs are not reimbursable under this Contract). The reimbursable rate must be less than or equal to the rate authorized under UGMS. To the extent that the reimbursable rate is lower than Performing Party's actual indirect costs, Performing Party is contributing its unreimbursed indirect costs to the successful performance of this Contract, and waives any right it may have to reimbursement of those costs (if this Contract requires

matching funds, Performing Party may claim its unreimbursed indirect costs as part or all of its match).

12. Indirect Rates Authorized under UGMS. The following rates are authorized under UGMS:

12.1 Approved Predetermined Rate. An approved predetermined rate is an indirect cost rate agreed to within the preceding 24 months in a signed indirect rate negotiation agreement with the applicable federal cognizant agency, state single audit coordinating agency, major state funding agency, or another state agency designated by the Governor. An approved predetermined rate shall be expressed as a percentage of the direct cost base specified in the signed indirect rate negotiation agreement.

12.2 Experience-Based Predetermined Rate. An experience-based predetermined rate is an indirect cost rate agreed to between TCEQ and Performing Party, where there is no approved predetermined rate and there is sufficient cost experience and other pertinent facts to enable the parties to reach an informed judgment (a) as to the probable level of indirect costs in the Performing Party's programs during the term of the Contract, covered by the negotiated rate, and (b) that the amount allowable under that rate would not exceed actual indirect costs. An experience-based predetermined rate shall be expressed as a percentage of either (a) salary and wages, or (b) modified total direct costs. Modified total direct costs are total direct costs less "extraordinary or distorting expenditures," usually capital expenditures, subawards, contracts, assistance payments (e.g., to beneficiaries), and provider payments. The direct cost base selected should result in the fair distribution of indirect costs among all state and federal grants and contracts affected, as well as other Performing Party activities that share in the indirect costs.

12.3 Default Rate. A default rate is an indirect of ten percent (10%) of direct salary and wages, to be used where (a) there is no approved or experienced-based predetermined rate, and (b) the Performing Party represents that its actual indirect costs equal or exceed ten percent (10%) of salary and fringe.

13. Adjustment of Indirect Rates. A reimbursable rate is intended to be final. Performing Party acknowledges that TCEQ's budget is limited and funds may not be available to reimburse any increase in indirect costs. Performing Party waives any right it may have to upward adjustment of its indirect rate, and agrees to contribute any such increase to the successful performance of this Contract (if matching funds are required, Performing Party may claim such costs as all or part of its match). TCEQ waives any right it may have to a downward adjustment of Performing Party's indirect rate, unless the reimbursable rate is greater than the Performing Party's actual indirect costs. If the latter case, if reasonably feasible, a compensating adjustment shall be carried forward to this Contract or a future contract. If not feasible, where permitted by law TCEQ and Performing Party may identify additional services to be performed by Performing Party as a compensating adjustment, or Performing Party shall reimburse TCEQ the excess indirect costs paid.

NOTICES, PROJECT REPRESENTATIVES AND RECORDS LOCATION
CONTRACT NO. 582-14-40129
PROJECT TITLE: LOCAL INITIATIVE PROJECTS
(LIP)

14. **Representatives.** The individual(s) named below are the representatives of TCEQ and Performing Party. They are authorized to give and receive communications and directions on behalf of the TCEQ and the Performing Party as indicated below. All communications including official contract notices must be addressed to the appropriate representative or his or her designee.
15. **Changes in Representatives.** Either party may change its representative by unilateral amendment.
16. **TCEQ Representatives**

TCEQ CONTRACT MANAGER
(for Contractual Matters)

Noemi L. Craib
Contract Specialist
Title
Texas Commission on Environmental
Quality
P.O. Box 13087
MC-164
Austin, Texas 78711-3087
Telephone No. (512) 239-6474
Facsimile No. (512) 239-1500

TCEQ PROJECT MANAGER
(for Technical Matters)

Rick Smathers
Program Manager
Title
Texas Commission on Environmental
Quality
P.O. Box 13087
MC-164
Austin, Texas 78711-3087
Telephone No. (512) 239-1406
Facsimile No. (512) 239-6188

17. **Performing Party Representatives.**

For Contractual Matters

Title
Telephone No. _____
Facsimile No. _____

For Technical Matters

Title
Telephone No. _____
Facsimile No. _____

18. **Invoice Submittal.** Invoices must be submitted to the TCEQ Contract Manager, unless another recipient is identified below:

☐ TCEQ Project Manager / ☐ TCEQ Disbursements Section / ☐ Other: _____

19. **Designated Location for Records Access and Review.** The Performing Party designates the physical location indicated below for record access and review pursuant to any applicable provision of this Contract:

(City / State ZIP)

AGENDA ITEM #17.a.

H.B. No. 259

AN ACT

relating to electioneering conducted near a polling place.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. The heading to Section 61.003, Election Code, is amended to read as follows:

Sec. 61.003. ELECTIONEERING AND LOITERING NEAR POLLING PLACE [PROHIBITED].

SECTION 2. Section 61.003, Election Code, is amended by adding Subsection (a-1) and amending Subsection (b) to read as follows:

(a-1) The entity that owns or controls a public building being used as a polling place may not, at any time during the voting period, prohibit electioneering on the building's premises outside of the area described in Subsection (a), but may enact reasonable regulations concerning the time, place, and manner of electioneering.

(b) In this section:

(1) "Electioneering" includes the posting, use, or distribution of political signs or literature.

(2) "Voting [,"voting] period" means the period beginning when the polls open for voting and ending when the polls close or the last voter has voted, whichever is later.

SECTION 3. The heading to Section 85.036, Election Code, is amended to read as follows:

Sec. 85.036. ELECTIONEERING [PROHIBITED].

SECTION 4. Section 85.036, Election Code, is amended by adding Subsections (b) and (f) to read as follows:

(b) The entity that owns or controls a public building being used as an early voting polling place may not, at any time during the early voting period, prohibit electioneering on the building's premises outside of the area described in Subsection (a), but may enact reasonable regulations concerning the time, place, and manner of electioneering.

(f) In this section:

(1) "Early voting period" means the period prescribed by Section 85.001.

(2) "Electioneering" includes the posting, use, or distribution of political signs or literature.

SECTION 5. This Act takes effect immediately if it receives a vote of two-thirds of all the members elected to each house, as provided by Section 39, Article III, Texas Constitution. If this Act does not receive the vote necessary for immediate effect, this Act takes effect September 1, 2013.

President of the Senate

Speaker of the House

I certify that H.B. No. 259 was passed by the House on May 1, 2013, by the following vote: Yeas 136, Nays 6, 2 present, not voting.

AGENDA ITEM #18.a.

BEIRNE, MAYNARD & PARSONS, L.L.P.

401 W. 15TH STREET

SUITE 845

AUSTIN, TEXAS 78701

JAMES E. "TREY" TRAINOR, III

(512) 623-6700

FAX (512) 623-6701

DIRECT DIAL (512) 623-6753

EMAIL: TTRAINOR@BMPLLP.COM

December 12, 2013

The Honorable Mark Henry
County Judge, Galveston County
722 Moody, Suite 200
Galveston, TX 77550

**Re: Professional Legal Representation of Galveston County for Justice of the
Peace Redistricting and Litigation**

Dear Judge Henry:

This letter is to confirm that our firm has undertaken to represent Galveston County, Texas at your request in connection with the redistricting of the Galveston County Justice of the Peace Districts and any litigation involving the redistricting under the terms and conditions set forth below and those contained in the accompanying Client Representation Memorandum.

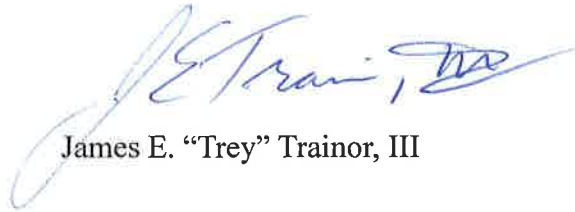
Our fees will be based on the hourly billing rates charged for each attorney or other professional who works on the matter. As we have discussed Joe Nixon, Dale Oldham and I will be primarily responsible for this matter. Our current billing rate is \$365 per hour. Other personnel with comparable billing rates may also become involved to the extent necessary. These rates are subject to adjustment from time to time by the firm.

Fees and reimbursable disbursements will be billed monthly and are payable upon receipt. We will provide you with a summary of work and timekeeper hours in accordance with our normal billing practices.

To begin our representation, please confirm Galveston County's agreement to the terms set forth in this engagement letter and the accompanying Client Representation Memorandum by providing us with a signed copy of the attached Client Representation Memorandum and the retainer we are requesting. Additionally, we have included a copy of The Texas Lawyer's Creed – A Mandate for Professionalism for your review. We encourage you to review this as we are committed to conducting ourselves in a professional manner.

We are pleased to have this opportunity to represent Galveston County and look forward to working with you.

Very truly yours,

A handwritten signature in blue ink, reading "J. E. Trainor, III". The signature is stylized with a large, sweeping initial "J" and a prominent "E".

James E. "Trey" Trainor, III

Enclosures

Client Representation Memorandum

This Memorandum sets forth the terms and conditions under which Beirne, Maynard & Parsons, L.L.P. (the "Firm") has undertaken the representation described in the accompanying engagement letter. **We recommend that you obtain separate and independent counsel to review and provide you with advice regarding this agreement.** If, after reviewing this document, the Client has any questions, please feel free to discuss them with us.

1. **Scope of Representation.** The Firm undertakes to represent Galveston County, Texas (hereinafter "the Client") solely in connection with the matter described in our engagement letter. In the event that the Client requests us to undertake additional matters for the Client or that the scope of our representation is expanded, such additional representation will be governed by the terms and conditions of this agreement unless we mutually agree otherwise. Our representation will be deemed concluded at the time that we have rendered our final bill for services on the matter described in our engagement letter or any such additional matters.

Unless modified by our engagement letter, our representation is limited to the person or entity to whom the engagement letter is addressed, even though in certain instances the payment of our fees may be the responsibility of others. Our Firm's representation of a corporation, partnership, joint venture, trade association, or other entity does not include a representation of the interests of the individuals or entities that are shareholders, directors, or officers of a corporation, its parent, subsidiaries or affiliates; partners of a partnership or joint venture; or members of a trade association or other organization. In the case of such representation, the Firm's professional responsibilities are owed only to the person or entity that is the client of the Firm, there is no attorney-client relationship between the Firm and such related person or entity, and no conflict will be asserted by the Client because we represent clients with interests that are adverse to persons or entities that have a relationship with the Client. In those instances in which we also represent individual employees, shareholders, partners, parents, subsidiaries, affiliates, or other related entities, such representation is the subject of a separate engagement letter.

2. **Fees for Legal Services.** Unless modified by the accompanying engagement letter, the Firm's fees for legal services rendered are based on our current hourly billing rates for attorneys, paralegals, other non-lawyer professionals and staff assigned by the Firm to this matter. Our hourly rates are adjusted from time to time.

3. **Costs and Expenses.** Certain costs and expenses incurred by us on the Client's behalf will be billed to the Client in the Client's monthly statement. These costs include, but are not limited to, long-distance telephone charges, photocopying charges, courier and overnight delivery charges, travel (including mileage, parking, airfare, lodging, meals and ground transportation), facsimile transmission, costs incurred in computerized research and litigation support systems, filing fees, witness fees and reimbursement for the cost of any third parties described below to the extent such costs are paid initially by the Firm.

During the course of our representation, it may be appropriate to hire third parties to provide services on the Client's behalf. These services may include consulting or testifying experts, investigators, providers of computerized litigation support, video tape services and court reporters. Although the Firm may assume responsibility for retaining the appropriate service

providers, the Client will be responsible for paying all fees and expenses directly to the service providers.

4. **Billing.** Unless otherwise agreed in our engagement letter, invoices for legal services, including fees, costs and expenses, will be billed on a monthly basis. Each invoice is due and payable upon receipt, and will be considered delinquent if the Firm does not receive full payment within thirty days of the invoice date. We reserve the right to postpone or defer providing additional services or to discontinue our representation if billed amounts are not paid when due.

5. **Termination.** Upon termination of our representation, the Client's papers and property will be returned to the Client. Our own files pertaining to the matter will be retained. These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records; and a copy of internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers on the matter. At the Client's request, such work product will be promptly supplied to the Client upon receipt of payment for outstanding fees and costs.

6. **Billing Questions.** Clients are encouraged to promptly discuss any questions or concerns they have about invoices with the Firm's accounting department or with the partner in charge of the representation.

7. **DISPUTE RESOLUTION – THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION.** Although we do not expect any disputes to arise, this paragraph shall apply in the unlikely event of any disputes, including but not limited to disputes regarding, arising from, or related to (directly or indirectly): our representation or relationship and any inducement to enter such relationship or this agreement, this agreement or client representation memorandum, this dispute resolution clause, the interpretation, validity, scope, or breach of any duties of this agreement or provision, the amount of fees or the quality of our services, and all claims of any kind, whether contractual, non-contractual, tort, common law, equitable, or statutory in nature, including, without limitation, any legal malpractice or breach of fiduciary duty claims (collectively, "Disputes"). First, such Disputes shall be resolved by a Representative of the Firm meeting with the Client to discuss the problem and attempt to resolve the matter amicably and to the satisfaction of both parties ("Discussions"). Second, in the highly unlikely event that such Discussions are not successful, the matter may, by agreement of the Parties, be submitted to non-binding mediation in Houston, Texas with a mutually acceptable mediator. Third, in the highly unlikely event that neither the Discussions or mediation resolves the issue, the parties shall submit the dispute to binding arbitration in accordance with the International Institute for Conflict Prevention and Resolution ("CPR") Rules for Non-Administered Arbitration by a sole arbitrator. Such arbitration shall be initiated and held in Houston, Texas unless the parties agree in writing on an alternative location. The Disputes shall be controlled by the laws of the State of Texas and the interpretation and enforcement of this arbitration provision shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. The parties hereby consent to jurisdiction in Texas, and venue in Harris County, Texas. The arbitrator shall render a decision within sixty (60) days of the close of the arbitration hearing. The parties agree that each party shall bear and pay its own costs, expenses, and fees (including attorneys' fees), regarding

or relating to any such Discussions, mediation, or arbitration, each party hereby agreeing to waive any such claim for costs, expenses or fees. The parties agree that all information concerning the fact, substance or result of any such dispute, Discussions, mediation, or arbitration shall remain confidential and shall not be disclosed except to the extent necessary to enforce the arbitration award or as otherwise required by law.

I understand, and the Firm has explained to me, that there are significant advantages and disadvantages of binding arbitration. I was also advised to visit the websites of the American Arbitration Association ("AAA") at www.adr.org, and the International Institute for Conflict Prevention and Resolution ("CPR") at www.cpradr.org, to obtain more information on the distinctions between litigation and arbitration and the applicable rules of CPR. I understand that unlike litigation, arbitration may involve: (1) cost and time savings (or in some instances may cost the same or more than litigation, depending on the circumstances), (2) a waiver of significant rights, such as a waiver of the right to a jury trial, waiver of the right to a judicial appeal of the arbitrator(s) decision, and a waiver of any right to attorney's fees, costs and expenses related to the Discussion, mediation and arbitration, and the like, (3) a reduced level of discovery, a relaxed application of the rules of evidence, proceedings that are more private than trial, and potentially an obligation to pay some or all of the fees and costs of arbitration, and (4) adherence to particular arbitration rules governing the selection of arbitrators and how the proceedings will be conducted. This list is not meant to be all-inclusive or an exhaustive list of differences. **I was advised by the Firm to, and I had an opportunity to, obtain separate and independent counsel to review and provide advice regarding, this Agreement, this paragraph, and the differences between litigation and arbitration prior to signing this Agreement.**

8. **Severability.** If it is determined that any portion or provision of this agreement (including but not limited to the dispute resolution clause) is invalid or unenforceable, then the invalidity or unenforceability of that portion or provision shall not affect the validity or enforceability of any other portion or provision of this agreement, and all other portions and provisions shall remain in full force and effect.

The Client's agreement to this engagement constitutes your acceptance of the foregoing terms and conditions. If any of them is unacceptable to the Client, please advise us now so that we can resolve any differences and proceed with a clear, complete, and consistent understanding of our relationship.

Accepted:

On Behalf of Galveston County, Texas

Printed Name: _____

Title: _____

Date: _____

THE TEXAS LAWYER'S CREED— A MANDATE FOR PROFESSIONALISM

Adopted November 7, 1989

Including Amendments Received Through March 1, 2012

Research Note

Use Westlaw® to find cases citing a rule. Westlaw may also be used to search for specific terms or to update a rule; see the TX-RULES and TX-RULESUPDATES Scope Screens for further information.

Amendments to the creed are published, as received, in South Western Reporter 3d and Texas Cases advance sheets.

ORDER OF ADOPTION

The conduct of a lawyer should be characterized at all times by honesty, candor, and fairness. In fulfilling his or her primary duty to a client, a lawyer must be ever mindful of the profession's broader duty to the legal system.

The Supreme Court of Texas and the Court of Criminal Appeals are committed to eliminating a practice in our State by a minority of lawyers of abusive tactics which have surfaced in many parts of our country. We believe such tactics are a disservice to our citizens, harmful to clients, and demeaning to our profession.

The abusive tactics range from lack of civility to outright hostility and obstructionism. Such behavior does not serve justice but tends to delay and often deny justice. The lawyers who use abusive tactics instead of being part of the solution have become part of the problem.

The desire for respect and confidence by lawyers from the public should provide the members of our profession with the necessary incentive to attain the highest degree of ethical and professional conduct. These rules are primarily aspirational. Compliance with the rules depends primarily upon understanding and voluntary compliance, secondarily upon re-en-

forcement by peer pressure and public opinion, and finally when necessary by enforcement by the courts through their inherent powers and rules already in existence.

These standards are not a set of rules that lawyers can use and abuse to incite ancillary litigation or arguments over whether or not they have been observed.

We must always be mindful that the practice of law is a profession. As members of a learned art we pursue a common calling in the spirit of public service. We have a proud tradition. Throughout the history of our nation, the members of our citizenry have looked to the ranks of our profession for leadership and guidance. Let us now as a profession each rededicate ourselves to practice law so we can restore public confidence in our profession, faithfully serve our clients, and fulfill our responsibility to the legal system.

The Supreme Court of Texas and the Court of Criminal Appeals hereby promulgate and adopt "The Texas Lawyer's Creed—A Mandate for Professionalism" as attached hereto and made a part hereof.

In Chambers, this 7th day of November, 1989.

THE TEXAS LAWYER'S CREED—A MANDATE FOR PROFESSIONALISM

I am a lawyer. I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must

therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that professionalism

requires more than merely avoiding the violation of laws and rules. I am committed to this creed for no other reason than it is right.

I. OUR LEGAL SYSTEM

A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism.

1. I am passionately proud of my profession. Therefore, "My word is my bond."
2. I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life.
3. I commit myself to an adequate and effective pro bono program.
4. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed.
5. I will always be conscious of my duty to the judicial system.

II. LAWYER TO CLIENT

A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest.

1. I will advise my client of the contents of this Creed when undertaking representation.
2. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible.
3. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice.
4. I will advise my client that civility and courtesy are expected and are not a sign of weakness.
5. I will advise my client of proper and expected behavior.
6. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct.
7. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party.

8. I will advise my client that we will not pursue tactics which are intended primarily for delay.

9. I will advise my client that we will not pursue any course of action which is without merit.

10. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel.

11. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.

III. LAWYER TO LAWYER

A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct.

1. I will be courteous, civil, and prompt in oral and written communications.
2. I will not quarrel over matters of form or style, but I will concentrate on matters of substance.
3. I will identify for other counsel or parties all changes I have made in documents submitted for review.
4. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties.
5. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable, when hearings, depositions, meetings, conferences or closings are cancelled.
6. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected.
7. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond.
8. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses.

9. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me.

10. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel.

11. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed.

12. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the Court. I will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court.

13. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence.

14. I will not arbitrarily schedule a deposition, court appearance, or hearing until a good faith effort has been made to schedule it by agreement.

15. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party.

16. I will refrain from excessive and abusive discovery.

17. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will

neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear.

18. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable.

19. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

IV. LAWYER AND JUDGE

Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession.

1. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol.

2. I will conduct myself in Court in a professional manner and demonstrate my respect for the Court and the law.

3. I will treat counsel, opposing parties, the Court, and members of the Court staff with courtesy and civility.

4. I will be punctual.

5. I will not engage in any conduct which offends the dignity and decorum of proceedings.

6. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage.

7. I will respect the rulings of the Court.

8. I will give the issues in controversy deliberate, impartial and studied analysis and consideration.

9. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.

AGENDA ITEM #18.b.

**THIRD AMENDMENT TO AGREEMENT REGARDING
EASEMENTS, COVENANTS AND RESTRICTIONS**

This Third Amendment to Agreement Regarding Easements, Covenants and Restrictions (this “Third Amendment” is entered into as of the ____ day of December 2013, by and among **MAINLAND SHOPPING CENTER, LTD.**, a Texas limited partnership (“Mainland”), the **COUNTY OF GALVESTON**, a political subdivision of the State of Texas (the “County”), **SAM’S REAL ESTATE BUSINESS TRUST**, a Delaware statutory trust, (“Sam’s) and **FOUR WINDS INVESTMENTS, INC.**, a Texas Corporation, (“Four Winds”), which are collectively referred to as the “parties.”

R E C I T A L S

A. On or about October 10, 1990, TC Community Center Partnership, a Delaware general partnership, and Wal-Mart Stores, Inc., a Delaware trust, entered into that certain Agreement Regarding Easements, Covenants, and Restrictions which is filed for record in the Official Public Records of Real Property of Galveston County, Texas as Instrument No. 9039531 (Film Code No. 007-29-0010) (the “Agreement”).

B. On or about September 30, 2004 Sam’s Real Estate Business Trust, Wal-Mart Real Estate Business Trust, and Mainland Shopping Center, Ltd., entered into that certain First Amendment to Agreement Regarding Easements, Covenants and Restrictions which is filed for record in the Official Public Records of Real Property of Galveston County, Texas as Instrument No. 2004071642 (“First Amendment”) The Agreement, as amended by the First Amendment, and Second Amendment (defined below) is hereinafter referred to as the “ECR” The ECR encumbers Tract 1, Tract 2 and Tract 3, all as described and defined therein. Capitalized terms employed but not otherwise defined herein are as defined in the ECR.

C. On or about January 14, 2009, the County entered into that certain Second Amendment to Agreement Regarding Easements, Covenants and Restrictions, which is filed of record in the Official Records of Real Property, Galveston County, Texas as Instrument No. 2009064189 (“Second Amendment”).

D. As of the date hereof, Mainland is the owner of Tract 1, the County is the owner of Tract 2, Sam’s is the owner of Tract 3, and Four Winds is the proposed purchaser of Tract 3.

E. Four Winds’ purchase of Tract 3 requires certain of the ECRs to be amended or revised for purposes of conducting business on Tract 3.

F. The parties desire to amend the ECR in certain respects to enable Four Winds to acquire, own and operate Tract 3 for all permissible commercial and business functions engaged in by Four Winds, it affiliates, agents, successors and assigns as set forth herein and the County to own and operate Tract 2 for all permissible governmental, commercial and business functions engaged in by the County, its affiliates, agents, successors and assigns as set forth herein.

A G R E E M E N T

NOW, THEREFORE, for Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereby agree that, effective only upon and simultaneously with Four Winds' acquisition of Tract 3 from Sam's:

1. The ECR is hereby further amended by the addition of the following to § 2:

“(a) Use of Tracts 2 and 3. Notwithstanding the foregoing, Buildings on Tracts 2 and 3 may be used for any commercial or business purpose permitted under applicable municipal, county, state or federal law, subject to (i) those limitations set forth in the Special Warranty Deed dated _____ between Sam's Real Estate Business Trust and Four Winds Investments, Inc., which conveys Tract 3 to Four Winds, (ii) those use limitations set out in the Second Amendment as they relate to Tract 2; and (iii) further no part of Tracts 2 and 3 shall be used at any time for any of the following purposes:

- i) A bar, pub, nightclub, music hall, brew pub or disco, or any other use whose primary business (more than 50% of gross sales) is the sale of alcoholic beverages;
- ii) a bowling alley (for a period of twenty (20) years);
- iii) a billiard or bingo parlor;
- iv) a flea market or similar enterprise;
- v) a massage parlor;
- vi) a mortuary funeral home;
- vii) a facility for the sale of paraphernalia for use with illicit drugs;
- viii) a sexually oriented business, including, but not limited to a facility for the sale or display of pornographic or "adult" material, or for the film or live performances of nude, seminude or totally nude dancers or models;
- ix) a carnival, amusement park or circus;
- x) a gas station, car wash, tire shop, battery shop, auto repair or body shop;
- xi) a facility for any use which is illegal;
- xii) a skating rink (for a period of twenty (20) years);
- xiii) an arcade, pinball or computer game room;
- xiv) a rendering or processing plant;
- xv) a pet store (for a period of twenty (20) years), kennel or animal boarding or breeding facilities;
- xvi) a fire sale, bankruptcy sale or auction house operation; or
- xvii) a gambling facility or operation, including, but not limited to, an off track or sports betting parlor and a facility with table games such as blackjack or poker, slot machines, and/or video poker/blackjack/keno machines. Nothing herein shall be construed to prohibit the sale of lottery tickets.

2. The ECR is hereby further amended by the addition of the following to § 3(a):

“(i) Buildings: Design and Construction on Tract 3. Notwithstanding the foregoing, buildings upon and improvements to Tract 3 may be made in accordance with the general plans,

designs and in the same or substantially the same dimensions and locations set forth in the attached Exhibit 1, which is hereby incorporated by reference for all purposes. All such buildings and improvements on Tract 3 shall be architecturally and aesthetically compatible with existing buildings on Tract 3. No building or improvement to Tract 3 shall have a metal exterior or exceed 35 feet above finished grade. All rooftop equipment shall be screened.”

3. The ECR is hereby further amended by the addition of the following to § 3(e):

“(i) Site Plan, Development and Permissible Building Areas. Notwithstanding the foregoing, all references to Site Plan, Development (as set forth in ECR § 5, or otherwise), Development Agreement and/or Permissible Building Areas, to the extent applicable to Tract 3, are hereby superseded by this Third Amendment to give full impact to the parties’ present agreement to enable Four Winds to make maximum, legal use of Tract 3, limited only by applicable law, and the Site Plan and Permissible Building Areas as revised and set forth herein on Exhibit 1 attached hereto, and as otherwise set forth herein.”

4. The ECR is hereby further amended by the addition of the following to § 5(b):

“(i) Parking Area Ratio – Tracts 2 and 3. Notwithstanding the foregoing, the number of parking spaces available for use on Tracts 2 and 3 shall be governed solely by applicable municipal, county, state and federal law.”

5. The ECR is hereby further amended by the addition of the following to § 5:

“(f) Parking: Tract 3. Vehicles may be parked overnight on Tract 3 within a confined area, which includes an area designated as such on Exhibit 1 or that is surrounded by walls, fencing or a similar barrier on at least three sides.”

6. Self Insurance. Notwithstanding anything to the contrary contained in the ECR (as amended hereby), Four Winds shall not have the right to self-insure with respect to third-party personal injury and property-liability claims.

7. Section 24 of the ECR relating to provision of notice shall be modified to reflect the following addresses for notice:

Four Winds Investments, Inc.
1908 Strand Avenue
Galveston, Texas 77550
Attention: Tom Farmer

Simon Herbert McClelland & Stiles
8 Spencer Road, Suite 300
Boerne, Texas 78006
Attn: Patrick Cohoon

Mainland Shopping Center, LTD
10850 Wilshire Boulevard, Suite 1050

Los Angeles, California 90024-1050
Attention: Property Manager

9300 Emmett Lowry, LLC
11 East Jericho Turnpike, 2nd floor
Mineola, New York, 11501
Attention: Property Manager

County of Galveston
722 Moody, 5th floor
Galveston, Texas 77550
Attention: Director, County Legal

8. There are no third party beneficiaries of this Third Amendment. This Third Amendment shall be binding upon and inure to the benefit of the parties hereto and respective successors and assigns.

9. Except as expressly modified hereby, the ECR is hereby ratified and confirmed, and shall remain in full force and effect. In the event of any conflict between the provisions of the ECR and this Third Amendment, the provisions of this Third Amendment shall supersede and control.

10. This Third Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and the pages of which may be aggregated to form a single document.

Four Winds Investments, Inc.,
a Texas corporation

By: _____
Name: _____
Title: _____
Date: _____

State of Texas §
 §
County of Galveston §

Before me the undersigned authority, on this day personally appeared _____, acting in his capacity as _____ of Four Winds Investments, Inc., a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity herein stated, and as the act and deed of such entity.

Given under my hand and seal of office this ____ day of _____ 2013.

Notary Public in and for the State of Texas

Sam's Real Estate Business Trust,
a Delaware statutory trust

By: _____
Name: _____
Title: _____
Date: _____

State of Arkansas §
 §
County of Benton §

Before me the undersigned authority, on this day personally appeared _____, acting in his capacity as _____ of Sam's Real Estate Business Trust, a Delaware statutory trust, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity herein stated, and as the act and deed of such entity.

Given under my hand and seal of office this ____ day of _____ 2013.

Notary Public in and for the State of Delaware

County of Galveston,
a political subdivision of the State of Texas

By: _____
Name: _____
Title: County Judge
Date: _____

ATTEST:

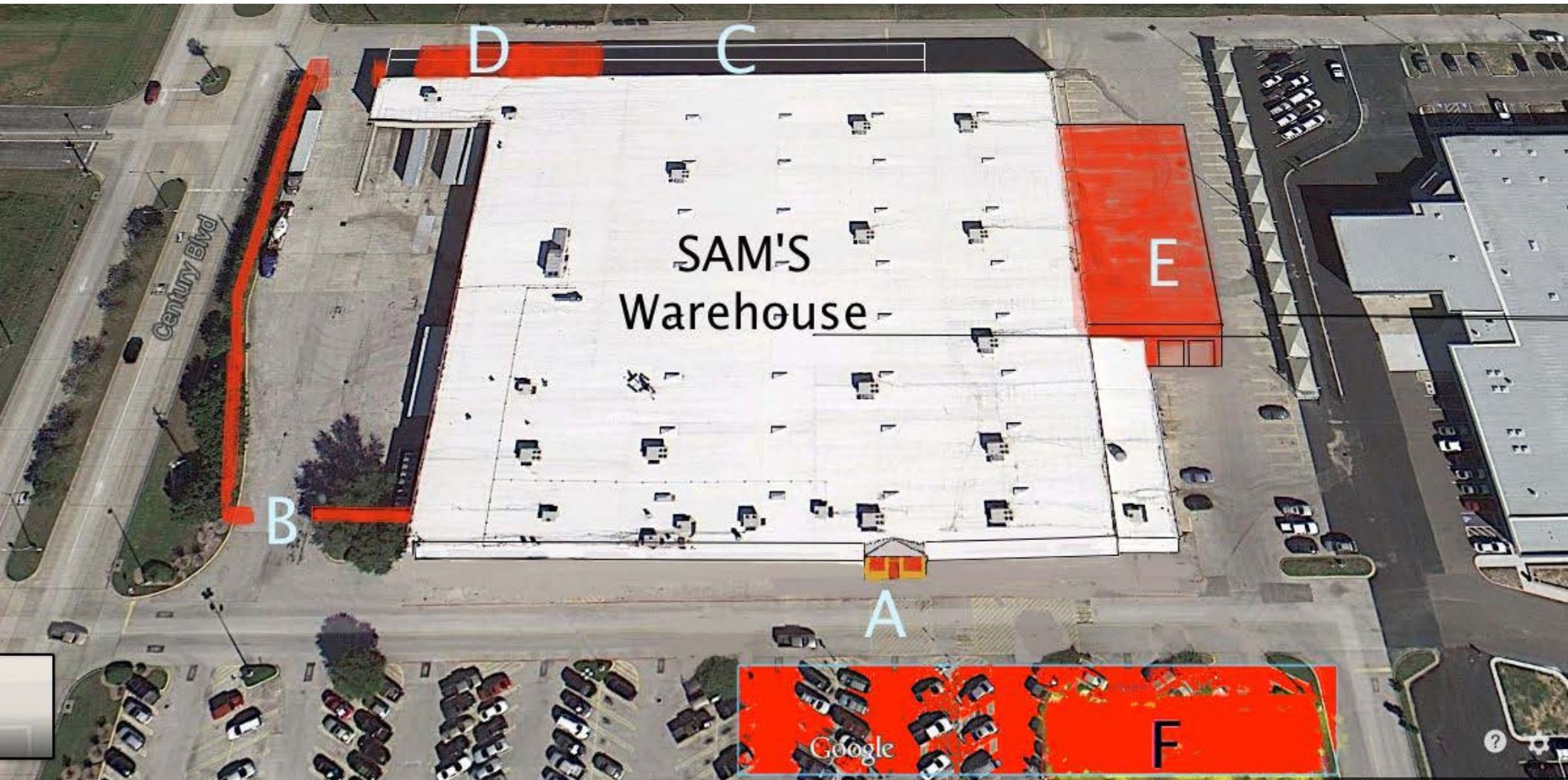
By: _____
Name: _____
Title: County Clerk

State of Texas §
 §
County of Galveston §

Before me the undersigned authority, on this day personally appeared _____, acting in his capacity as County Judge of Galveston County, a political subdivision of the State of Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity herein stated, and as the act and deed of such political subdivision.

Given under my hand and seal of office this ____ day of _____ 2013.

Galveston County Clerk





Main Entrance and Lobby Area South East

A: Front Entrance: Create a focal point Entrance consistence with adjacent track. Approximatly 30' wide x 5' additional deep x 25' high.



West Side Yard
Shipping and Material handling area

B. Concrete panel wall approximately 6-8 foot high.
Gated at each end. Green space to remain intact.



North Side Shipping and Material Handling

Structure “D” represents a large all-weather awing to accommodate loading longer materials on open bed trucks. Approx. 35’ wide x 50’ long x 25’ high. White lines marked “C” represents a concrete panel wall approximately 6’ to 8’ high by 200’ in length. Gated at each end. Fire Lane to be on north side of wall.



East Side Receiving Building

“E” is approx. 45’ wide by 150’ long and 30’ high. This structure is within the “permissible build area” originally planned for up to 30,000 s.f. expansion. Future expansion to remain a option.

AGENDA ITEM #18.c.

2014 Options for Consideration

OPTIONS

VOTE

A. Health Care Reform Mandates:

Effective: January 1, 2014 ☐ Yes ☐ No

- Changes :**
- (1) **MAXIMUM PAYABLE BENEFIT PER COVERED PERSON:** Increase from \$2,000,000 per year to **UNLIMITED**.
 - (2) **PRE-EXISTING CONDITIONS LIMITATION:** Remove all limitations.
 - (3) **DEPENDENT CHILDREN COVERAGE:** Can no longer exclude dependent children eligible for coverage through their own employer.
 - (4) **WAITING PERIODS CANNOT EXCEED 90 DAYS:** As of 6/1/13, the County changed its waiting period from 1st of the month following 2 full pay periods to simply a one month waiting period.

B. Medical Plan Employee Contributions for TOBACCO USERS:

Proposed Effective: July 1, 2014 ☐ Yes ☐ No

Option: 01/01/14 announce the upcoming tobacco user vs. non-tobacco user premium structure where an employee deemed to be a tobacco user pays 50% higher employee premium effective 07/01/14. Announcement to include information on the upcoming tobacco cessation classes to be held for those wishing to stop using tobacco before this new premium takes effect. See below increased premium structure which will increase funding by an estimated **\$105,000 annually**. (See example below.)

Total		Tobacco User	%	Non-Tobacco User	%
720	Total Tested	206	29%	510	71%
649	Employees	188	29%	461	71%
37	Retirees	11	30%	26	70%
30	Spouses	7	23%	23	77%
4	Children	0	0%	0	0%

TOBACCO USER (50% Increase)	Base	Buy-Up
Employee Only	\$ 120	\$ 225
Employee & Spouse	\$ 260	\$ 350
Employee & Child	\$ 215	\$ 330
Employee & Family	\$ 340	\$ 470

C. Wellness Initiative - Reimbursement for Gym Memberships

Proposed Effective: January 1, 2014 ☐ Yes ☐ No

Option: Provide reimbursement to employees towards their gym memberships with documented proof of workout frequency. Most standard gym memberships range from \$30 - \$55 per month. (Boon-Chapman will administer this benefit by reimbursing the below amounts from the Health Fund to members who submit an attendance statement from the gym.)

Workout Frequency...	Reimbursement
3x per week, 3 weeks per month	\$40/month

AGENDA ITEM #19.a.



COUNTY OF GALVESTON

On this the 20th day of December, 2013, the **Commissioners' Court of Galveston County, Texas** convened in a regularly scheduled meeting with the following members thereof present:

Mark A. Henry, County Judge;
Ryan L. Dennard, Commissioner, Precinct No. 1;
Kevin D. O'Brien, Commissioner, Precinct No. 2;
Stephen D. Holmes, Commissioner, Precinct No. 3;
Kenneth Clark, Commissioner, Precinct No. 4; and
Dwight D. Sullivan, County Clerk

when the following proceedings, among others, were had, to-wit:

An Order Approving the Charging of a Fee for Each Electronic Filing Transaction as Allowed by §72.031 of the Texas Government Code

Whereas, pursuant to the authority granted by Texas Government Code §72.031 the Commissioners' Court of Galveston County, Texas may approve a fee of \$2.00 for each electronic filing transaction accepted by the District and County Clerks of Galveston County under certain conditions; and

Whereas, the term "electronic filing system" means the filing systems established by supreme court rule or order for the electronic filing of documents in courts of this state; and

Whereas, the term "electronic filing transaction" means the simultaneous electronic filing of one or more documents related to a proceeding before a court in this state; and

Whereas, the Galveston County Clerk and the Galveston County District Clerk use electronic filings systems to file documents in proceedings in the county courts and district courts sitting in Galveston County; and

Whereas, approval of the fee is authorized if the fee is necessary to recover the actual system operating costs reasonably incurred by the County for the District Clerk and the County Clerk to accept electronic payment methods or to interface with other technology information systems, and the fee does not include an amount to recover employee costs for the County other than costs for directly maintaining the system; and

Whereas, the County annually certifies to the Texas Office of Court Administration on a form prescribed by the Texas Office of Court Administration the amount of the fee that is necessary to recover the actual system operating costs incurred by the County; and

Whereas, Section 72.031(f) of the Texas Government Code requires a court to waive payment of any fee due under section 72.031 for any individual that a court determines is indigent; and

Whereas, it is the desire of the Commissioners' Court to adopt an electronic filing transaction fee of \$2.00.

Now, Therefore be it Ordered as Follows:

- 1) that pursuant to §72.031(c) of the Texas Government Code there is hereby adopted a fee of \$2.00 to be charged by the Galveston County Clerk and the Galveston County District Clerk for each electronic filing transaction;
- 2) that this fee be designated for the recovery of actual system operating costs reasonably incurred by the County to accept electronic payment methods or to interface with other technology information systems;
- 3) that the fee does not include an amount to recover county employee costs, other than costs for directly maintaining the electronic filing system;
- 4) that collection of this fee shall commence effective January 1, 2014;
- 5) that the fee is to be paid at the time a person electronically files any documents in a suit that is pending in a county court, a county court at law, a probate court or a district court sitting in Galveston County;
- 6) that the funds generated from the collection of fees shall be used for recovery of actual system operating costs reasonably incurred by Galveston County to accept electronic payment methods or to interface with other technology information systems;
- 7) that the County Auditor shall annually certify to the Texas Office of Court Administration on a form prescribed by the office that the amount of the fee is necessary to recover the actual system operating costs incurred by Galveston County;
- 8) that Galveston County Clerk and the Galveston County District Clerk may accept electronic payment methods including payments made with credit and debit cards;
- 9) that a governmental entity not otherwise required to pay a filing fee under another law shall not be required to pay a fee established under §72.031 of the Texas Government Code; and
- 10) a court shall waive payment of any fee due under §72.031 of the Texas Government Code for any individual the court determines is indigent.

Upon Motion Duly Made and Seconded the above Order was unanimously passed this the 20th day of December, 2013.

Attest:

Dwight D. Sullivan, County Clerk

By: County of Galveston, Texas

Mark A. Henry, County Judge



Office of Court Administration
Certification of Cost Recovery Fee for E-Filing
REPORT IS DUE ANNUALLY
30 days following the last day of the county fiscal year

County:

This is the address where the county maintains contact and other information for the courts.

Website Address:

Report Completed By:

Name:

Phone Number:

Title:

Email:

Include the beginning and ending months of the fiscal year being reported, e.g. 2013 (Oct 2012 - Sept 2013)

Certification for Fiscal Year:

In accordance with the authority set forth in Subchapter C, Chapter 72, Government Code, Section 72.031, the County will collect a fee of \$2 for each electronic filing transaction to recover the actual system operating costs incurred by the County to accept electronic payment methods or interface with other technology information systems related to eFiling of court documents.

Description	Fiscal Year Total	Cumulative Total Since Implementing eFiling Under Govt Code, Sec. 72.031
Actual dollar amount of fees collected		
Actual dollar amount expended under Government Code, Sec. 72.031(c)(1)		
Fees Collected Less Amounts Expended		
Projected expenditures for next fiscal year		

Place a check mark by the following statements to indicate the county's compliance with the following provisions of Govt Code, Sec. 72.031:

☐

The fee does not include amounts to recover employee costs, other than costs for directly maintaining the system.

☐

The County Commissioners Court has approved the fee using the county's standard approval process for fee increases.



Office of Court Administration
Certification of Cost Recovery Fee for E-Filing

REPORT IS DUE ANNUALLY

30 days following the last day of the county fiscal year

Instructions for Completing Form

- County:** Enter the County Name
- Website Address:** This is the address where the county maintains contact and other information for the courts.
- Report Completed By:** Enter the Name, Title, Phone Number, and Email address of the person completing this report.
- Certification Fiscal Year:** This is the last full county fiscal year ending on or after August 31, 2013 for which data has not been previously reported under Govt Code, Sec. 72.031(c)(1). For example, if the county has a fiscal year ending September 30, 2013, and this is the county's first time to report data under Sec. 72.031(c)(1), the certification fiscal year would be "2013." Because counties have different fiscal years, please include the beginning and ending months of the fiscal year being reported, e.g. "**2013 (Oct 2012 - Sept 2013)**." In subsequent years, this sample county would report "2014 (Oct 2013 - Sept 2014)." This report must be completed each year within 30 days of the last day of the county fiscal year.

Actual dollar amount of fees collected:

The Fiscal Year Total is the total dollar amount of the \$2 local fee authorized under Govt Code, Sec. 72.031(c) that was collected during the certification year. This amount may be zero, depending on when the county started or stopped collecting the \$2 local fee. *NOTE: Do not include fees collected prior to 01/01/2014 that were authorized by statute other than Govt Code, Sec. 72.031(c).*

The Cumulative Total is the "Fiscal Year Total" plus any fees collected in prior fiscal years. In the 2013 certification year, the Fiscal Year Total and the Cumulative Total may be the same for many counties, as the new fee was not authorized until January 1, 2014.



Office of Court Administration
Certification of Cost Recovery Fee for E-Filing
REPORT IS DUE ANNUALLY
30 days following the last day of the county fiscal year

Actual dollar amount expended under Government Code, Sec. 72.031(c)(1):	<p>The <u>Fiscal Year Total</u> is the total dollar amount of expenditures made by the county for actual system operating costs, as authorized by Govt Code, Sec. 72.031(c)(1) during the certification year.</p> <p>The <u>Cumulative Total</u> is the "Fiscal Year Total" plus any expenditures made in prior fiscal years. In the 2013 certification year, the cumulative total may be greater than the Fiscal Year Total if the county expended funds prior to the beginning of the 2013 certification year in anticipation of the new eFiling system implementation.</p>
Fees Collected Less Amounts Expended:	Both the <u>Fiscal Year Total</u> and the <u>Cumulative Total</u> are calculated by taking the difference between the Actual dollar amount of fees collected and the Actual dollar amount expended under Government Code, Sec. 72.031(c)(1). If expenditures are more than fees collected, this will be a negative number and should be shown in parentheses, e.g., (\$5,000).
Projected expenditures for next fiscal year	<p>The <u>Fiscal Year Total</u> is the total amount the county projects it will spend in the next full county fiscal year for system operating costs, as authorized by Govt Code, Sec. 72.031(c)(1).</p> <p>This amount should be the county's best estimate based on available data.</p>

Place a check mark by the statements at the end of the form to indicate the county's compliance with the stated provisions of Govt Code, Sec. 72.031.

Please email this form to: efilingfee@txcourts.gov.

For assistance with completing this form, email efilingfee@txcourts.gov or call OCA at 512-463-1625.

AGENDA ITEM #19.b.

**Interlocal Agreement Between the City of League City and the County of Galveston
for the Provision of Medical Services to City of League City Employees and their
Dependents, to City of League City Eligible Retirees and their Dependents and
City of League City COBRA Eligible Ex-Employees**

This Interlocal Agreement is entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the "Act"). It is by and between the City of League City ("League City"), a municipal home-rule corporation, and the County of Galveston ("County"). Both parties are political subdivisions of the State of Texas. The primary purpose of this Agreement is to allow the City to obtain Medical Services and limited pharmacy services for its Employees as those terms are defined below under an agreement between the County and CareHere L.L.C.

1. County, in accordance with the terms and provisions of the Chapter 262 of the Texas Local Government Code, effective February 1, 2007, entered into a contract with CareHere to provide Medical Services to County Employees and their dependents and to County Medicare Eligible Retirees and their dependents (collectively called "County Employees") (the "Agreement"). A copy of the Agreement may be found in the Commissioners' Court Minutes of the Official Microfilm Records of the County Clerk of Galveston County, Texas under Item # 17 of its meeting of January 10, 2007.
2. On June 20, 2007 County and CareHere entered into an Amendment to the Agreement and agreed to include the same services to City of Galveston Employees. A copy of the Amendment may be found in the Commissioners' Court Minutes of the Official Microfilm Records of the County Clerk of Galveston County, Texas under Item # 16 of its meeting of June 20, 2007.
3. On August 27, 2008 County and CareHere entered into a Second Amendment to the Agreement and agreed to include the same services to Galveston Independent School District ("GISD") Employees. A copy of the Amendment may be found in the Commissioners' Court Minutes of the Official Microfilm Records of the County Clerk of Galveston County, Texas under Item # 21 of its meeting of August 27, 2008.
4. On August 19, 2009 County and CareHere entered into a Third Amendment to the Agreement wherein CareHere agreed to provide a limited pharmacy program for County Employees, City of Galveston Employees and GISD Employees. A copy of the Amendment may be found in the Commissioners' Court Minutes of the Official Microfilm Records of the County Clerk of Galveston County, Texas under Item # 21a of its meeting of August 19, 2009.
5. Contemporaneously with the approval and execution of this Interlocal Agreement by County, County and CareHere entered into a Fourth Amendment to the Agreement wherein CareHere agreed to provide Medical Services and limited pharmacy services for City of League City ("League City") employees and their dependents and to League City Medicare Eligible Retirees and their dependents and League City employees who are eligible for and actually enrolled in League City's Health Plan (collectively called

“League City Employees”). A copy of the Fourth Amendment is attached to this Interlocal Agreement as Exhibit “1” and will be incorporated in the Commissioners’ Court Minutes maintained by the County Clerk of Galveston County Texas under Item # _____ of its meeting of _____, 2013.

6. In order to allow League City Employees to obtain Medical Services and limited pharmacy provided by CareHere, County and League City agree as follows:
 - a. Any monies owed County by League City will be payable from current revenues and will be paid in accordance with Chapter 2251 of the Texas Government Code.
 - b. County does not warrant and is not responsible to League City for the quality of any services rendered by CareHere to either League City or League City Employees.
 - c. County is receiving no consideration for entering into this Interlocal Agreement.
 - d. League City, acting through its Human Resources Department, will advise CareHere and County of the number of League City Employees who are eligible for and actually enrolled in its Health Plan by the eighth (8th) day of each month.
 - e. County, acting through its Human Resources Department will advise CareHere of the number of County Employees who are eligible for and actually enrolled in its Health Plan by the eighth (8th) day of each month.
 - f. The interlocal agreements that the County enters into with other political subdivisions of the state for provision of Medical Services and/or limited pharmacy services shall require those entities, acting through their Human Resources Departments, to advise CareHere and County of the number of their Employees who are eligible for and actually enrolled in that entity’s Health Plan by the eighth (8th) day of each month.
 - g. CareHere, from the monthly numbers it receives from the County, League City and other participating political subdivisions, will generate monthly invoices that will contain the following information:
 - (i) an invoice stating the number of Employees of County, League City and other participating political subdivisions reported by each entity;
 - (ii) on the same invoice, a charge of \$21.50 for each Employee reported by League City;
 - (iii) on the same invoice, a breakdown of laboratory and pharmacy costs paid by CareHere for League City’s Employees since the last invoice;

- (iv) on a separate invoice, the operating costs and expenses paid by CareHere since the last invoice, including but not limited to salaries, medical supplies, malpractice insurance, computer supplies and equipment, and furnishings for all clinic and pharmacy locations;
 - (v) on the same separate invoice, the proportionate amount owed CareHere by League City for the operating costs and expenses described in subparagraph 6(g)(iv) above; and
 - (vi) on the same separate invoice, a breakdown of the costs and services, if any, requested by League City to which subparagraph 6(i) applies and the proportionate shares owed by League City and any other entities requesting such services.
- h. County, League City and participating political subdivisions each will be solely responsible for their respective invoice obligations.
- i. If County, League City or any participating political subdivision request CareHere to provide a service that does not apply to all of the County, League City and all participating political subdivisions, CareHere will add the proportionate cost of that service to the monthly invoice of each entity requesting the service and the requesting party will be solely responsible for payment thereof. The proportionate share will be calculated based on the number of employees reported by the entities requesting the particular service.
- j. The allocation of operating costs and expenses referenced in subparagraph 6(g) above for operating costs and expenses paid by CareHere shall be determined as follows: for each location, County and any participating political subdivisions that has selected that location for use by its Employees will share the costs of such operating expenses, equipment and supplies on a proportionate basis depending on the number of Employees reported by the County, and any participating political subdivisions. By way of example, if the invoice lists 1000 employees for the County, 500 employees for League City and 1500 employees for all other participating political subdivisions, County will be invoiced and solely responsible for paying 33.33% of the operating costs, equipment and supplies and League City will be invoiced and solely responsible for paying 16.67% of the operating costs, equipment and supplies. The other participating political subdivisions will each be invoiced and solely responsible for paying their respective proportionate shares of the operating costs, equipment and supplies on the same basis.
- k. County will enter into leases of facilities for use by CareHere in providing Medical Services and limited pharmacy services to the individuals covered by the Health Plans of the County, League City and other participating political subdivisions who desire to use the services provided by CareHere.

- l. A list of the clinic and pharmacy locations operated by CareHere will be attached to the Interlocal Agreement as Attachment “A.” Attachment A may be amended from time to time to add additional clinic locations provided by County.
- m. League City will indicate on Attachment A the locations at which League City Employees will be eligible to receive Medical Services and limited pharmacy services.
- n. County, as the primary lessee on the facility leases for clinic and pharmacy locations, will make such monthly rental, utility, parking, janitorial, bio-hazardous and other required payments as are set forth in or otherwise required to be paid under the terms of these leases (the “Facilities Operating Expense”). County will prepare monthly invoices for League City and other participating political subdivisions for the monthly Facilities Operating Expenses paid by the County for each clinic or pharmacy location selected by League City and other participating political subdivisions as follows:
 - (i) League City will be invoiced for its share of the monthly Facilities Operating Expenses paid by County based on the ratio of the number of Employees reported by League City to the total number of Employees reported by each entity electing to allow its Employees to receive Medical Services and limited pharmacy services at that location. The allocation of Facilities Operating Expense shall be done in the same manner as described in subparagraph 6(j). League City and other participating political subdivisions will reimburse County for its monthly Facilities Operating Expenses in accordance with Chapter 2251 of the Texas Government Code.
 - (ii) League City may from time to time amend its selection of clinic and pharmacy locations on Attachment A.
 - (iii) County will distribute to each local government unit participating in the CareHere program copies of League City’s Attachment A and any amendments thereto.
 - (iv) The invoices prepared by County for reimbursement of the Facilities Operating Expense will state the number of employees reported by League City and each of the other participating local government units.
- o. County will be responsible for all Contract Monitoring as set forth in Article IV of the Agreement. In addition, as between County and League City, County will be primarily responsible for interaction with CareHere for purposes of administration of the Agreement and the Amendments thereto. But, the County will not have any responsibility to monitor whether League City or any other participating political subdivision has provided CareHere with the number of Employees each has monthly, whether the Medical Services and limited pharmacy services

provided to Employees of League City or other participating political subdivisions has been acceptable to League City or the other participating political subdivisions, whether CareHere has adequately performed its obligations to League City or any other participating political subdivisions as set forth in this Agreement and the amendments thereto, or whether CareHere has been paid by League City or any other participating political subdivisions for the services rendered by CareHere. Likewise, County will incur no liability to League City for failure to adequately monitor or administer the Agreement and the Amendments thereto.

- p. County and League City agree to conduct a joint review of this Interlocal Agreement at the end of the first twelve months of operation in order to assess whether any operational issues have developed. In the event that such issues surface, the parties pledge to work together to mutually reconcile any such matters.
- q. Other political subdivisions may become participants in the Medical Services and limited pharmacy services provided by CareHere under the Agreement and the Amendments thereto by virtue of subsequent amendments entered into between CareHere and County and subsequent Interlocal Agreements between County and political subdivisions without the necessity of League City becoming a party signatory to the subsequent amended Agreement or interlocal agreements.
- r. County is not acting on behalf of League City in any capacity by virtue of either the Fourth Amendment to the Agreement or this Interlocal Agreement between the County and League City. Nor is the County acting in any capacity on behalf of CareHere.
- s. County and League City each have the unfettered right to terminate the Interlocal Agreement between them for any reason or no reason or for convenience upon thirty (30) days prior notice. County will notify League City of any intention by the County to terminate its Agreement with CareHere at least sixty (60) days prior to the effective date of termination.
- t. This Interlocal Agreement shall automatically terminate upon termination or expiration of the Agreement.
- u. The initial term of this Interlocal Agreement shall be effective from the date it is approved by the County of League City, whichever is later and terminate on January 31, 2015. Thereafter, this Interlocal Agreement shall continue on a year to year basis on the terms and conditions set out in this Interlocal Agreement or such terms and conditions to which the parties mutually agree at the time of each renewal.

- v. The terms "Medical Services" and "limited pharmacy services" as used in this Interlocal Agreement shall have the meanings as those terms have in the Agreement and the Amendments thereto.
- w. This Interlocal Agreement contains the entire agreement between the parties relating to the subject matter of this contract and the rights granted and the obligations assumed as described herein. The parties hereby disclaim any reliance on any representations that are not expressly stated in this Interlocal Agreement. Any modification or amendment of this Interlocal Agreement shall be of no force or effect unless made by a writing fully executed as authorized by the governing bodies of the parties. This Interlocal Agreement shall bind and be for the exclusive benefit of the respective parties and their legal successors.

EXECUTED this ____ day of December, 2013.

CITY OF LEAGUE CITY, TEXAS

By: _____
Timothy Paulissen

Attest:

Diana Stapp
City Secretary

EXECUTED this ____ day of December, 2013.

GALVESTON COUNTY, TEXAS

By: _____
Mark Henry

Attest:

Dwight D. Sullivan
County Clerk

AGENDA ITEM #20.a.1.

**COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER**

Department:	Emergency Management	BA 14-029-1220-A
Date Submitted:	December 3, 2013	(Assigned by Budget Office)

COMMISSIONER'S COURT ACTION:

Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month. Emergency amendments will be processed at the earliest available Court meeting date. If information on this form is incomplete, the amendment will be returned to your office for completion. It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action.

GENERAL EXPLANATION:

Request to fund purchase of 20 meal cards for County Employees who will be attending the Hurricane Training course at the Emergency Management Institute.

This budget amendment does not increase the budget for FY 2014.

TRANSFER FROM

Fund	Department	Line Item:	Amount	Auditor Use Only Account Balance Sufficient (Y/N)
1101 - General Fund	920180 - Fund Balance Reserves	5930000 - Budgeted Reserves	2,504	
TOTAL - Transfer From			\$ 2,504	

TRANSFER TO

Fund	Department	Line Item:	Amount	Auditor Use Only Account Balance Sufficient (Y/N)
1101 - General Fund	291010 - Emergency Management	5496100 - Travel and Education	2,504	
TOTAL - Transfer To			\$ 2,504	

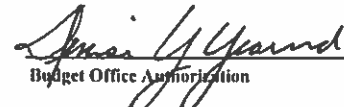
ADDITIONAL COMMENTS:

The Director of Emergency Management is requesting funds to purchase 20 meal cards for County Employees who will be attending the week long Hurricane Training Course at the Emergency Management Institute. This course will be held during the week of February 10-13, 2014 in Emmitsburg, Maryland.

	General Fund - Budgeted Reserves	Emergency Management - Travel and Education
Beginning Balance, December 3, 2013	\$1,447,099	\$10,000
BA 14-029-1210-C	-\$2,504	\$2,504
Total Funds Available	<u>\$1,444,595</u>	<u>\$12,504</u>
Expenditures and Encumbrances to date	<u>\$0</u>	<u>\$0</u>
Funds Available Upon Approval	<u>\$1,444,595</u>	<u>\$12,504</u>

Departmental Authorization _____ Date _____

Human Resources Department _____ Date _____

 12/13/2013
 Budget Office Authorization _____ Date _____

AUDITOR'S REVIEW

This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer.

Reviewed by: _____

Date: _____

Auditor's Remarks:

COMMISSIONERS COURT APPROVAL

Date Submitted: _____

Date Approved: _____

AGENDA ITEM #20.a.2.

**COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER**

Department:	Sheriff - Corrections	BA 14-031-1220-B
Date Submitted:	December 4, 2013	(Assigned by Budget Office)

COMMISSIONER'S COURT ACTION:

Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month. Emergency amendments will be processed at the earliest available Court meeting date. If information on this form is incomplete, the amendment will be returned to your office for completion. It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action.

GENERAL EXPLANATION:

Request to fund cell phone for Corrections - Internal Affairs Officer

This budget amendment does not increase the budget for FY 2014.

TRANSFER FROM

Fund	Department	Line Item:	Amount
1101 - General Fund	110000 - General Government	5492111 - Phone Cellular	432
TOTAL - Transfer From			\$ 432

*Auditor Use Only
Account Balance
Sufficient
(Y/N)*

TRANSFER TO

Fund	Department	Line Item:	Amount
1101 - General Fund	110000 - General Government	5492111 - Phone Cellular	432
TOTAL - Transfer To			\$ 432

*Auditor Use Only
Account Balance
Sufficient
(Y/N)*

ADDITIONAL COMMENTS:

The Sheriff is requesting funds for a cellular phone for the Corrections - Internal Affairs Officer. This position (Position 211133 - #178) was not included in the original list of employees who would receive cell phones but there is enough in the original budget to cover this expenditure if approved.

	General Government - Cell Phones
Beginning Balance, December 11, 2013	\$108,520
BA 14-031-1210-B	\$0
Total Funds Available	\$108,520
Expenditures and Encumbrances to date	\$104,623
Funds Available Upon Approval	\$3,897

Departmental Authorization _____ Date _____

Human Resources Department _____ Date _____


Budget Office Authorization _____ Date 12/13/2013

AUDITOR'S REVIEW

This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer.

Reviewed by: _____

Date: _____

Auditor's Remarks:

COMMISSIONERS COURT APPROVAL

Date Submitted: _____

Date Approved: _____

AGENDA ITEM #20.a.3.

**COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER**

Department:	Parks Department	BA 14-032-1220-C
Date Submitted:	December 11, 2013	(Assigned by Budget Office)

COMMISSIONER'S COURT ACTION:

Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month. Emergency amendments will be processed at the earliest available Court meeting date. If information on this form is incomplete, the amendment will be returned to your office for completion. It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action.

GENERAL EXPLANATION:

Request to an intradepartmental transfer - Replacement of Trailers to Fort Travis Cabana Restoration.

This budget amendment does not increase the budget for FY 2014.

TRANSFER FROM

Fund	Department	Line Item:	Amount
1101 - General Fund	522020 - Parks Department	5742701 - Replacement Trailers	40,000
TOTAL - Transfer From			\$ 40,000

Auditor Use Only
Account Balance
Sufficient
(Y/N)

TRANSFER TO

Fund	Department	Line Item:	Amount
1101 - General Fund	522020 - Parks Department	5737112 - Fort Travis Cabanas Restoration	40,000
TOTAL - Transfer To			\$ 40,000

Auditor Use Only
Account Balance
Sufficient
(Y/N)

ADDITIONAL COMMENTS:

The Director of Parks and Senior Citizens is requesting an intradepartmental transfer - Replacement of Trailers to Fort Travis Cabana Restoration. The cabanas will be used for offices at Fort Travis for the Parks Department. This was presented in Commissioners Court workshop on December 10, 2013.

Departmental Authorization _____ Date _____

Human Resources Department _____ Date _____

James G. Grant
Budget Office Authorization

12/13/2013
Date

AUDITOR'S REVIEW

This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer.

Reviewed by: _____

Date: _____

Auditor's Remarks:

COMMISSIONERS COURT APPROVAL

Date Submitted: _____

Date Approved: _____

AGENDA ITEM #21.a.



THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPO CPPB
PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
GALVESTON, TEXAS 77550
(409) 770-5371

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

December 13, 2013

Honorable County Judge
And Commissioners' Court
County Courthouse
Galveston, Texas

Re: Request to Utilize State of Texas Approved Purchasing Cooperative Program

Gentlemen,

It is requested that the Commissioners' Court grant authorization to the Purchasing Agent to utilize a State of Texas approved cooperative purchasing program as referenced in the Texas Local Government Code, Chapter 271.102, Cooperative Purchasing Program Participation, in lieu of the competitive bidding requirements as referenced in Chapter 262.023, Competitive Requirements for Certain Purchases to purchase the following equipment for the Road and Bridge Department:

- One (1) Motor Grader

This equipment was approved in the FY2014 Road and Bridge Fund Capitalized Equipment Budget.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Rufus Crowder ^{TD}

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
County of Galveston



The County of Galveston
ROAD & BRIDGE DEPARTMENT
5115 Highway 3
Dickinson, Texas 77539

Layne Harding
Road Administrator

Office 281/534-4152
Facsimile 281/614-5073

Date: December 5, 2013

To: Rufus Crowder
Purchasing Agent

From: Layne Harding *LH.*
Road Administrator

Re: **Purchase of Motor Grader Approved in FY14 Budget**

I would like to request that the motor grader approved in the FY14 budget, be purchased through the HGAC-Buy contract.

We are approved for \$126,000 in the FY14 budget and the HGAC price is \$125,000. After reviewing comparable products, I believe this is a good price for this equipment. The Road & Bridge Department needs this equipment as soon as possible because the replacement unit is in poor working condition. Also, this HGAC purchase, in lieu of a formal bid, will save the County time and money.

I have attached a HGAC Contract Pricing Worksheet from Mustang CAT.

If you approve, please place on the agenda of the next scheduled Commissioners' Court.

Thank you.

LH/djs

**CONTRACT PRICING WORKSHEET**
For Standard Equipment PurchasesContract
No.:

EM06-13

Date
Prepared:

12/2/2013

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	Galveston County Road & Bridge	Contractor:	Mustang Cat
Contact Person:	Layne Harding	Prepared By:	Kurt Allen / Dan Blade
Phone:	409-789-2217	Phone:	281-818-1796 / 713-452-7263
Fax:		Fax:	713-690-2287
Email:	layne.harding@co.galveston.tx.us	Email:	kallen@mustangcat.com / dblade@mustangcat.com
Product Code:	40A	Description:	Noram 65E Motorgrader

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: \$ 134,635.00**B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable**
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Blade Pitch	1,990.00	Floodlights	805.00
Float Valve Group	995.00	Cab Group	9,995.00
Front Scarifier	2,035.00	Cab Air Conditioning Group	6,095.00
Front Mounting Group	3,950.00	Stereo Radio / CD Group	805.00
Mirrors	405.00		-
	-	Subtotal From Additional Sheet(s):	-
	-	Subtotal B:	27,075.00

C. Unpublished Options - Itemize below - Attach additional sheet if necessary
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	0

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is:

0%

D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	161710	=	Subtotal D:	161,710.00
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E. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
Less HGAC Discount 7% off of list	(40,525.41)		
Make Ready	529.00		
Factory Freight and Delivery	3,286.41		
		Subtotal E:	(36,710.00)

Delivery Date: 10 - 15 days aro

F. Total Purchase Price (D+E): \$ 125,000.00

AGENDA ITEM #21.b.1.



COUNTY OF GALVESTON

RUFUS CROWDER, CPPO, CPPB
PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
GALVESTON, TEXAS 77550
(409) 770-5371

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

December 13, 2013

Honorable County Judge
And Commissioners' Court
County Courthouse
Galveston, Texas

Re: RFP #B122001, Transportation of Dead Human Bodies
Request for Extension and Price Increase

Gentlemen,

Carnes Funeral Home, the awarded contractor for RFP #B122001, Transportation of Dead Human Bodies, in addition to requesting the final extension of the associated contract, has requested a price increase of 10% to the contracted line items. According to Jay Carnes, President of Carnes Funeral Home, this increase is requested due to rising workers compensation insurance, the Affordable Health Care Law, and other fixed cost increases.

Please review the attached documentation for clarification.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Rufus G. Crowder, CPPO, CPPB
Purchasing Agent
County of Galveston

Attachments

Carnes

Funeral Home

3100 IH 45 North (exit 15), Texas City, TX 77591
409.986.9900, 1.888.822.7637, fax 409.986.9903
www.carnesfuneralhome.com

To whom it may concern at Galveston County regarding
RFP#B122001 - Transportation of Deceased Contract,

Carnes Funeral Home is requesting a 10% price increase for fulfilling the contractual obligations of the contract for the upcoming year. We are requesting this increase due to rising workers comp insurance and the Affordable Healthcare Law, as well as other fixed costs increases.

Thank you,



Jay Carnes
President - Carnes Funeral Home

Galveston County Transports December 2011 to October 2013

Month	Mainland Areas	Galveston Island	Mainland Medical Hospital	Bolivar Peninsula
Dec-11	8	0	3	1
Jan-12	15	8	4	1
Feb-12	9	7	6	2
Mar-12	19	8	3	0
Apr-12	12	10	4	0
May-12	11	7	6	0
Jun-12	18	9	4	0
Jul-12	22	6	3	1
Aug-12	19	11	2	1
Sep-12	21	8	8	2
Oct-12	17	9	7	0
Nov-12	11	9	7	0
Dec-12	17	10	6	0
Jan-13	26	14	6	1
Feb-13	22	10	9	1
Mar-13	13	4	10	0
Apr-13	11	6	2	0
May-13	13	12	4	0
Jun-13	23	9	4	1
Jul-13	14	7	4	0
Aug-13	14	4	4	1
Sep-13	14	8	4	0
Oct-13	11	9	9	1
TOTALS	360	185	119	13



Approved CC 12/13/11
#11B

State of Texas

County of Galveston

Contract

This Contract is entered into between the County of Galveston, a political subdivision of the State of Texas and the Contractor named below pursuant to Texas Local Government Code, Chapter 262, Subchapter C and the referenced invitation to bid.

Contract Number: CM11235

Invitation to Bid Number: RFP #B122001 – Transportation of Dead Human Bodies

Term of Contract: One (1) year with two (2) one (1) year extensions

Initial term (Services): Beginning date of execution of this Contract by latest signatory to sign and terminating December 12, 2012.

Term of Completion (Construction or other time specific contract): The Contractor shall complete the work within N/A Calendar Days of the issuance of the notice to proceed. The time set forth for completion of the work is an essential element of the job.

Renewal Options: (if applicable):

Year One:	Yes (X) No ()
Year Two:	Yes (X) No ()
Year Three:	Yes () No (X)
Year Four:	Yes () No (X)

Contractor: Carnes Funeral Home

Awarded as to addendum(s) (if applicable):

Addendum No. 1: () yes () no () n.a.
Addendum No. 2: () yes () no () n.a.
Addendum No. 3: () yes () no () n.a.

Payment Bond Required: () yes (X) no

Performance Bond Required: () yes (X) no

Notice to be Given to:

Galveston County:

County Purchasing Agent
Galveston County
722 Moody
Fifth (5th) Floor
Galveston, Texas 77550

Contractor:

Carnes Funeral Home
3100 Gulf Freeway
Texas City TX 77591
ph: 409-986-9900
fax: 409-986-9903

County and Contractor agree as follows:

1. **Parts of Contract:** Sections I (Invitation to Bid; Instructions to Bidders), II (Bid Proposal; Contract Award), III (Special Terms and Conditions, including Specifications, Drawings and Addenda, if any), and IV (General Terms and Conditions) attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract.

2. **Contractor Responsibilities:** Contractor will obtain all required permits or licenses, if any; furnish all of the required materials, equipment, and supplies; perform all of the work specified in the bid package; and do everything called for therein. All work shall be performed in a good and workmanlike manner and at minimal interruption of daily County activities.

3. **Payment for Services:** The County, upon satisfactory work by Contractor and receipt of approved invoice, will pay Contractor according to prices and payment schedule listed in the bid sheets contained in Contractor's Bid Proposal.

4. **Independent Contractor:** None of the provisions of this contract for services are intended to create, nor shall be deemed to create, any relationship between Galveston County and Contractor other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Contract. In the performance of work, duties and obligations under this agreement, Contractor is at all times acting and performing as an independent contractor with complete control over the means, manner, and method by which services are rendered. Contractor is not an agent or employee of the County for any purpose. Contractor and his employees are not eligible for nor will be permitted to participate in any employee benefit plans which are normally provided to employees of the County, including vacation and sick leave, retirement plans, disability and worker's compensation. County assumes no liability to any third party for any actions, inactions or deeds taken in the performance of services by Contractor, its agents, employees or representatives.

5. **Employment Taxes:** Contractor shall be solely responsible for all IRS tax reporting and quarterly payments of estimated tax, FICA payments, and any other tax withholding required by the State or Federal governments.

6. **Initial Term and Options to Renew:** The initial term of the Contract will be as stated above. Contractor hereby grants to County the unilateral right to exercise an option to renew this Contract for such periods of time as specified above. Such option to renew shall be exercised only if all terms and conditions, except for the contract period being extended and pricing indicated on bid sheets, remain unchanged and in full force and effect. Each option is to be executed in the form of a letter from the County Purchasing Agent advising the Contractor of the election of the option. Each option is to be issued not sooner than Ninety (90) Days prior to expiration of this contract or each renewal period, nor later than the final day of the contract period or each renewal period. Each option to renew may not cover more than one (1) year. The total period of this contract, including all extensions as a result of exercising this option, may not exceed the maximum combined period specified above.

7. **Cancellation:** County may cancel the Contract, with or without cause, or solely for its convenience upon thirty (30) days prior written notice to the Contractor.

8. **Covenant Against Contingent Fees:** Contractor warrants that no persons or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, County shall have the right to immediately terminate this Contract without liability to Contractor, or in its discretion to deduct from the contract price for consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

9. **Subcontracting or Assignment:** Contractor may not assign, sell, or otherwise transfer this Contract in whole or in part without prior written permission of the County. Such consent, if granted, shall not relieve the Contractor of any of its responsibilities under the contract. Failure to request consent shall be grounds for termination.

10. **Novation and Change of Name Agreements:** Contractor is responsible for the performance of this Contract. In the event a change of name or novation agreement (change of ownership) is required pursuant to action initiated by the Contractor, the County Purchasing Agent shall be notified immediately. No change in the obligation of the Contractor will be recognized until such change is approved by Commissioners' Court.

11. **Force Majeure:** In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence by an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

12. **Entirety of Agreement and Modification:** This Contract contains the entire agreement of the parties. Any prior agreement, promise, negotiation, or representation not expressly set forth in this Contract has no force or effect. This Contract may be amended or changed only by the written consent of each party hereto duly executed by the authorized representative of each party.

13. **Severability.** If a provision contained in this contract is held invalid for any reason, the invalidity shall not affect other provisions of the contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are severable.

14. **Validity/Enforceability:** If any current or future legal limitations affect the validity or enforceability of a provision of this Contract, then the legal limitations are made a part of this Contract and shall operate to amend this contract to the minimum extent necessary to bring this contract into conformity with the requirements of the limitation, and as so modified, this Contract shall continue in full force and effect.

15. **Governing Law:** This Contract shall be governed by the laws of the State of Texas and all obligations of the parties are performable in Galveston, Texas. Venue shall lie exclusively in Galveston, Texas.

16. **Benefit:** This contract is intended to inure only to the benefit of County and Contractor. This contract is not intended to create, nor shall be deemed or construed to create, any rights in third parties.

17. **Authority to Bind:** The person or persons executing and signing this Contract on behalf of each party guarantee that the person or persons are fully authorized to execute the contract and to legally bind the party to all terms and provisions of this contract, and that this contract constitutes the legal, valid, and binding agreement of each party hereto.

18. **Immunity Retained:** The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officer, employees, and agents as a result of its execution of this contract and performance of the covenants contained herein. The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

19. **Meaning of Words:** Except as provided otherwise, words shall be given their ordinary meaning. If a word is connected with and used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in the particular trade, subject matter, or art. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular unless expressly provided otherwise.

20. **Public Information Act:** the parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act.

21. **Headings:** The headings at the beginning of the various provisions of this agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this agreement.

22. **Conflict of Provisions:** In the event of an irreconcilable conflict between provision of this Contract and any part of the Contract listed in Paragraph One above, the terms of this Contract shall prevail.

Executed on this the 13 day of December, 2011.

Contractor:

Carnes Funeral Home

By:

Jay P. Carnes

Date:

10-12-2011

Galveston County

By:

Mark A. Henry
Mark A. Henry, County Judge

Date:

12/13/11

Attest:

Dwight A. Sullivan
Dwight Sullivan, County Clerk

**SPECIAL PROVISIONS
TRANSPORTATION OF DEAD HUMAN BODIES
GALVESTON COUNTY, TEXAS**

1. SCOPE OF SERVICES:

The County of Galveston is seeking a vendor to supply the service of Transportation of Dead Human Bodies. Contractor will supply all labor, materials, and equipment for pick-up of dead human bodies from the scene of death or discovery of body in Galveston County, Texas. Services will include loading, handling, protection, and transporting of bodies to the Galveston County Morgue or other location as requested by the Galveston County Medical Examiner or his designated representative. Services will be provided twenty-four (24) hours a day, seven (7) days a week, including holidays and weekends.

Contractor must maintain an average response time on calls not to exceed 15 minutes with a status report and an estimated time of arrival.

Contractor must comply with all laws, rules, regulations, and procedures for handling of dead human bodies that may apply.

2. OBJECTIVE:

To obtain the pickup and handling of dead human bodies from accident sites, homes, or other locations where death occurs or is discovered, and transportation to the County Morgue or other location as directed by the Medical Examiner or his representative at the lowest possible cost in a professional and dignified manner.

3. GOOD FAITH CASHIERS CHECK:

While no proposal or performance bonds are required, proposal must be accompanied by a Cashier's Check, made payable to the County of Galveston in the amount of One Thousand (\$1,000.00) Dollars. The above described security shall be furnished by the proposer as a guarantee that the proposer will enter into a contract if awarded the work and submit proof of the insurance and bonding requirements described herein. Checks of unsuccessful proposers will be returned at the time of award.

Failure of proposer to commence work within time specified by proposer after award and satisfy the above mentioned insurance/bonding requirements shall constitute forfeiture by proposer of the above mentioned security and retention of same by the County as liquidated damages. No plea of error or mistake in such accepted bid shall be available to the proposer as a basis for the release of his security. General information and instructions are contained in the terms and conditions attached. PLEASE READ TERMS AND CONDITIONS CAREFULLY.

4. PRIMARY TERM AND OPTIONS TO RENEW:

The primary term of the Contract will be for a period on one (1) year from the date of signage by the Commissioners Court. Contractor hereby grants to County the unilateral right to exercise an option to renew this contract. Such option to renew shall be exercised only if all terms and conditions, except for the contract period, being extended, remain unchanged and in full force and effect. Each option is to be executed in the form of a Modification/Change Order to the contract extending the contract period. Option is to be issued not sooner than Ninety (90) days prior to expiration of this contract or each renewal period, nor later than the final day of the contract period or renewal period.

Option to renew may cover not more than two (2), one (1) year terms, and the total period of this contract, including all extensions as a result of exercising this option may not exceed a maximum combined period of three (3) years.

5. VEHICLES:

Contractor shall provide suitable owned or leased vehicles, which shall remain under custody and control of the contractor throughout the duration of the contract. Vehicles shall be properly equipped for removal and transportation of bodies, and shall remain available for immediate response at any time, twenty-four (24) hours per day, seven (7) days a week, including weekends and holidays.

**SPECIAL PROVISIONS
TRANSPORTATION OF DEAD HUMAN BODIES
GALVESTON COUNTY, TEXAS**

In the event of calls from the Medical Examiner of his designated representative requiring pick-up at more than one location simultaneously, contractor shall provide his own personnel, vehicles, and equipment, or secure them from other sources at his expense.

In the event services of equipment by another source as called for by the contractor, contractor shall remain responsible for contract compliance at all times and making payment for these services which he obtains from another source. Payments by Galveston County for services performed under this contract shall only be paid to the contractor awarded this contract.

Vehicles and personnel will be staged in Galveston County at a location that is approximately at the center point of the county to insure prompt response times.

6. DESCRIPTION OF VEHICLES:

Proposers are required to state exactly what types of number of vehicles they intend to utilize.

7. EVALUATION FACTORS:

All proposals shall be open for public inspection after award. Galveston County will consider many evaluation factors; of which price is the only one factor, and will receive proposals from all responsible proposers. The award of the contract shall be made to the responsible proposer whose proposal is determined to be the best evaluated offer taking into consideration the relative importance of price and other evaluation factors set forth in the Request for Proposal.

(a) Evaluation factors include but are not limited to the following:

- (1) Price 60%
- (2) Proposer's Experience 15%
- (3) Response Time 10%
- (4) Proposer's Financial Strength 5%
- (5) Contract Terms and Conditions 5%
- (6) Economic Impact to Galveston County 5%

8. PRE-AWARD SURVEY:

After proposal opening and prior to award, County reserves the right to make a pre-award survey of any or all proposer's equipment to be used in the performance of work under this solicitation. Proposer agrees to allow all reasonable requests for inspection of such equipment with two (2) days advance notice. Failure to allow such an inspection shall be cause for rejection of bids as non-responsive. Galveston County reserves the right to reject equipment as unacceptable for performance under this solicitation as a result of such pre-award survey. In addition, proposer's reputation relating to quality of performance may also be used for purposes of evaluating proposer's suitability for award under this solicitation.

**SPECIAL PROVISIONS
TRANSPORTATION OF DEAD HUMAN BODIES
GALVESTON COUNTY, TEXAS**

9. AWARD OF CONTRACT:

Galveston County Commissioners' Court shall award the contract to the responsible proposer who submits the lowest and best proposal or reject all proposals and issue a new solicitation. If two responsible proposers submit the lowest and best proposals, the Commissioners' Court shall decide between the two by drawing lots in a manner prescribed by the County Judge. (a) The County reserves the right to accept any item or group of items of this bid, unless the proposer qualifies his proposal be specific limitations. (b) A contract award sheet attached to the complete proposal as submitted, or other written acceptance, signed by the County Judge and contractor results in a binding contract without further action by either party.

10. CONTRACT BOUNDARY LIMITATIONS AND DESTINATIONS:

Services performed under this contract shall be limited to the inside boundaries of Galveston County, Texas. Contractor shall not perform, or shall contractor be paid for, services rendered outside the boundaries of Galveston County, except for the retrieval of bodies located at the Harris County crematorium.

The Medical Examiner's office will be responsible for determining whether the call is inside or outside Galveston County. Contractor shall be paid for all trips requested by Galveston County Medical Examiner. All calls must be dispatched by the Medical Examiner's office.

Services performed under this contract shall be within four designated zones within Galveston County. Zone A includes Galveston Island. Zone B includes all mainland areas of the County. Zone C includes Bolivar Peninsula. Zone D includes Mainland Hospital Center. In those instances where the pick-up point is near or at the border of two zones, Galveston County Medical Examiner shall decide the applicable zone for payment purposes. The Medical Examiner's decision shall be final. If pick-up is requested by the Medical Examiner, it shall be exclusive to the contractor who is awarded this bid. Unless otherwise directed by the Medical Examiner or his representative, dead human bodies shall be transported and delivered to the following address: Galveston County Medical Examiner, 6607 FM 1764, Texas City, Texas, 77591.

With the exception of a large scale disaster which requires the immediate use of services and equipment provided by another source, any vehicle used in the performance of this contract shall be properly licensed, inspected, insured, and marked to identify it as contract service for the Galveston County Medical Examiner. In all events, all vehicles shall otherwise comply with ordinances, laws, and regulations, as applicable or outlined herein sirens shall be used during performance hereunder. Contractor is required to comply with all traffic laws regarding speed and safety, and Galveston County assumes no responsibility for traffic violations committed by contractor, employees or representatives.

Contractor shall be responsible for complying with instructions from police, sheriff's deputies, state troopers, and/or the Medical Examiner or his representative regarding access to the pick-up site, and shall assume responsibility for violation of instruction from competent authority regarding access to or from the site and for any damage or injury caused to people or property in the performance of this service.

Contractor shall provide services in unmarked vehicles. No signage will be visible at all.

Contractor shall provide vehicles equipped with two-way radios or provide employees with pagers or other forms of communications so that calls may be canceled or changed.

In the event of vehicle break-down, accident, or any other circumstances which prevent response to any call within the designated response time contractor shall notify the Medical Examiner or his representative and immediately make arrangements for replacement vehicle and employees.

**SPECIAL PROVISIONS
TRANSPORTATION OF DEAD HUMAN BODIES
GALVESTON COUNTY, TEXAS**

11. CONTRACT PERSONNEL:

Contractor employees performing services under this contract shall be trained and fully qualified to handle, protect, load, transport, and generally perform all services associated with this contract. Contractor shall be responsible to provide any training, licenses, permits, or meet other requirements of any ordinance, law, or regulation of competent authority as applicable.

All personnel performing hereunder shall carry identification as a contractor employee or representative, and shall display such identification when requested at the pick-up or delivery site upon request by competent authority. Additionally, contractor representatives shall wear on display clip-on tags identifying them as a Contract Cadaver Transporter for the Galveston County Medical Examiner.

Contractor representatives shall present a neat, clean and dignified appearance in dress and demeanor during performance under this contract, and are prohibited from smoking while in the pick-up site, or being under the influence of alcohol or controlled and regulated substances without a medical prescription at any time during performance under this contract. Contractor representative shall conduct themselves in a respectful manner and display a proper attitude to relatives, friends, or those at the scene, including the protection of personal belongings, property and related matters.

Galveston County reserves the right to remove any contractor representative, which in the opinion of the Medical Examiner or his representative, has been rude, callous, irreverent, disruptive, or offensive in any manner to friends or relatives of the deceased, or otherwise violated this provision or otherwise reflects unfavorably on Galveston County.

No contractor representative will be permitted to perform services under this contract that has a criminal record of a felony conviction in Texas or any other state. Contractor will make appropriate inquiry of any prospective employee. Galveston County reserves the right to conduct a criminal investigation of contractor and any contractor's employee performing service under this contract and remove from performance any employee who has a criminal record of a felony conviction. Contractor agrees to submit an updated personnel list within ten (10) days of any personnel changes. The list shall include the full name, date of birth, and Social Security Number of employees.

Contractor's representatives shall not perform any service under this contract unless a call has been made by the Galveston County Medical Examiner or his representative, and shall not enter the pick-up or death scene until authorized to do so by competent authority. In all cases, every effort shall be made to protect evidence on or near the body or at a criminal scene, or protect and preserve personal or other property.

12. PERFORMANCE REQUIREMENTS:

Upon instructions to proceed at the scene by the Medical Examiner or his representative, the following services shall be rendered as a minimum:

- Body shall be wrapped in suitable cover, then secured in a portable litter and loaded in transporting vehicle.
- When directed by the Medical Examiner or his representative, bodies shall be placed in body bags. Body bags to be used hereunder shall be furnished by Medical Examiner.
- Contractor shall provide all necessary and related supplies in the performance of services hereunder, including rubber gloves, "shroud sheets", "one man cots", "highway cots", "back boards" surgical or odor masks, and any other supplies normally used for this purpose as determined by the contractor. Galveston County shall not be responsible for the payment or reimbursement of any costs not specifically identified by the bidder in his bid.

SPECIAL PROVISIONS TRANSPORTATION OF DEAD HUMAN BODIES GALVESTON COUNTY, TEXAS

Contractor shall be provided with the key code to the Galveston County Morgue so that delivery of bodies may be made. Contractor agrees not to enter to County Morgue facilities for any reason except in connection with delivery of a cadaver or in response to a call from the Medical Examiner. The code shall not be shared with any third party.

Contractor's representatives shall enter required information in a log at the morgue upon arrival, and shall prepare and attach a toe tag to the right or left great toe of each body. If toes are missing, the tag is to be placed on the body or piece of clothing that will not be dislodged during transport.

After tagging, unless otherwise directed by the Medical Examiner or his representative, the body shall be placed on a cot or backboard.

13. CONFIDENTIALITY:

Except to the Medical Examiner, his representative, or other competent authorities, Contractor agrees not to reveal or disclose any information relating to any case in which services are provided hereunder, including identification of deceased, address or location, circumstances surrounding death, criminal evidence, or any other pertinent information.

14. ADVERTISING AND SOLICITATION:

Contractor is prohibited from, and expressly agrees not to use the award of this contract of performance of services hereunder as advertisement or otherwise, for the purpose of soliciting or obtaining business from other sources, and shall not include any information relating to this contract in business from other sources, and shall not include any information relating to this contract in business cards, pins, labels, patches, or any other manner which could be construed as advertising, solicitation, or as an official extension of a Galveston County department or agency.

15. BILLING:

On the last day of each month, Contractor shall submit an invoice for payment of all services rendered that month. The invoice shall include the name of deceased, number, date, location, response time in minutes to pick-up point from time of call, and cost of all pick-ups and deliveries made during that month. The report shall be mailed or hand delivered to:

**GALVESTON COUNTY MEDICAL EXAMINER
6607 FM 1764
TEXAS CITY, TEXAS 77590**

16. PAYMENT PROCEDURE:

Upon receipt of invoice, the Medical Examiner shall attempt to promptly verify invoiced items are forward the invoice to the County Auditor for payment. Payment shall be sent to address provided by contractor, and made no later than the 30th day after receipt of invoice by Auditor.

None of the provisions of this contract for services are intended to create, nor shall be deemed to create, any relationship between Galveston County and Contractor other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this contract.

17. NO MINIMUM GUARANTEE:

Neither Galveston County nor the Medical Examiner guarantees either a minimum or maximum number of pick-ups or a minimum or maximum amount of compensation under this contract.

**SPECIAL PROVISIONS
TRANSPORTATION OF DEAD HUMAN BODIES
GALVESTON COUNTY, TEXAS**

18. INDEPENDENT CONTRACTOR:

In the performance of work, duties and obligations under this agreement, Contractor is at all times acting and performing as an independent contractor with complete control over the means, manner, and method by which services are rendered. Contractor will provide all tools and equipment.

Contractor shall be solely responsible for all IRS tax reporting and quarterly payments of estimated tax, FICA payments, and any other tax withholding required by State or Federal governments.

Contractor is not an agent or employee of the county for any purpose, it is not eligible for, nor will it be permitted to participate in, any employee benefit plans which are normally accorded to employees of the county, including vacation and sick leave, retirement plans, disability and workman's compensation.

County assumes no liability to any third party of any action, inactions or deeds taken by contractor, its agents, employee or representatives in the performance services.

The remainder of this page intentionally left blank

From: tim@carnes.ws [mailto:tim@carnes.ws]
Sent: Wednesday, November 20, 2013 7:49 PM
To: Crowder, Rufus
Cc: Jay Carnes; Nicholson, Connie; Dickey, Tammy; Scott McManus; tim@carnes.ws
Subject: RE: Galveston County Contract - RFP#B122001 - Transportation of Deceased
Importance: High

Mr. Crowder, as you are aware; we are requesting renewal of contract RFP#B122001-Transportation of Deceased with a 10% increase in the contractual/agreed upon prices. The reason for the 10% increase request is due to four specific expense increases related to the contract. The expense increases are the following:

1. Workers Compensation Insurance
2. Auto Insurance
3. Health Care Insurance (Affordable Health Care Act requirements)
4. Auto Fuel

Specific Details:

Workers Compensation Insurance:

Our workers compensation premiums for 2012(effective 12/14/11) was \$10,608.00. Our workers compensation premiums for 2013(effective 12/14/12) were \$15,655.80. This is a \$5,048 dollar increase with zero claims in 2012. We have zero claims again for 2013 and have been informed to expect another 3k-4k dollar increase for 2014. See supporting documentation for 2012 and 2013 included on the attachment.

Auto Insurance:

Our Fleet Auto insurance for 2012 was \$1,787.09/month. Our Fleet Auto Insurance for 2013 was \$1,915.90/month. This was a \$129/month increase and a \$1,548/year increase.

Again, for 2014; we have been informed to expect a \$100/month increase. See the supporting documentation on the attachment. I have included our invoice for Nov. 2013.


All of our 2012 invoices are with our accounting firm at this time. I can obtain a copy of a 2012 invoice from our agent if needed.

Health Care Insurance:

Our current health care insurance(UTMB Multi-Share) has been deemed an unacceptable plan based on the new minimum requirements of the Affordable Health Care Act. Our current monthly average premium per employee is \$250 dollars. See the attached Dec. 2013 invoice from UTMB Multi-Share. A comparable plan from BlueCross BlueShield that is a qualified plan or a plan that meets the minimum requirements will be a premium of \$384.33/month(plan RSF5). See the attached document that is a quote from BCBS for Carnes FH. This is a \$134/employee/month premium increase. With our current insured employees this is a \$20,904 annual health care insurance increase. This does not even include employees who will sign up for health care for 2014 due to the individual mandate that are not currently insured.

Auto Fuel:



As auto fuel continues to wildly fluctuate in the short term but continues to rise in the long term, our year to date auto fuel expense is trending to be \$66,382 by year end 2013. This will be ~ 3% or \$1,991 dollar increase over 2012. See the supporting documentation for current expense. I have included our invoice from 9-23-13 as well as our ytd expense up to this same time period.




I have also attached an updated pricing sheet referencing the 10% changed prices as you requested. Let me know if there is anything else you may need.

Respectfully,

Tim B. Baker, Carnes Funeral Home
Direct Phone Number 409.655.3132
Texas City Office 409.986.9900
Houston Office 713.943.2500
Toll Free 1.888.822.7637



 Carnes Funeral Home Texas City
3100 Gulf Freeway
Texas City, TX 77591
409.986.9900, 409.986.9903 Fax
carnesfuneralhome.com

 Carnes
Funeral Home

Carnes Funeral Home South Houston
1102 Indiana Street
South Houston, TX 77587
713.943.2500, 713.943.2503 Fax
carnesfuneralhome.com

December 7, 2011

Rufus G. Crowder, CPPB
Purchasing Agent
Galveston County


RE: RFP #B122001, Transportation of Dead Human Bodies

Mr. Crowder,

Following is the Best and Final Offer from Carnes Funeral Home as requested per the discussion held on December 1, 2011.

1. Price per the 1st body in each of the four zones:

Zone A Galveston Island --\$125
Zone B Mainland Areas --\$110
Zone C Mainland Center Hospital--\$105
Zone D Bolivar Peninsula--\$205

 Cost per multiple bodies in each of the four zones, to include clarifying cost based on sending additional vehicles to each scene:

Zone A Galveston Island:
2nd decedent--\$10
3rd decedent--\$63
4th decedent--\$10
5th decedent--\$63
6th decedent--\$10
Etc. with 2 decedents per vehicle.

Zone B Mainland Areas:
2nd decedent--\$10
3rd decedent--\$55
4th decedent--\$10
5th decedent--\$55
6th decedent--\$10
Etc. with 2 decedents per vehicle.

Zone C Mainland Center Hospital
2nd decedent--\$10
3rd decedent--\$53
4th decedent--\$10
5th decedent--\$53
6th decedent--\$10
Etc. with 2 decedents per vehicle.

Carnes Funeral Home Texas City
3100 Gulf Freeway
Texas City, TX 77591
409.986.9900, 409.986.9903 Fax
carnesfuneralhome.com

Carnes
Funeral Home

Carnes Funeral Home South Houston
1102 Indiana Street
South Houston, TX 77587
713.943.2500, 713.943.2503 Fax
carnesfuneralhome.com

Zone D Bolivar Peninsula:

2nd decedent--\$10

3rd decedent--\$103

4th decedent--\$10

5th decedent--\$103

6th decedent--\$10

Etc. with 2 decedents per vehicle.

3. Confirming the staffing commitment to include at least two staff persons per call:

All house calls, traffic scenes, outside locations and removals that would warrant it would be staffed by two individuals. All nursing homes, long term care centers and hospital calls would be staffed with one individual unless the weight of the decedent warranted more than one individual, and then two or more individuals would staff the call accordingly.

Respectfully,

Tim B. Baker, Carnes Funeral Home
Direct Phone Number 409.655.3132
Texas City Office 409.986.9900
Houston Office 713.943.2500
Toll Free 1.888.822.7637

PREMIUM FINANCING SPECIALISTS
A MISSOURI CORPORATION HOME OFFICE, KANSAS CITY, MISSOURI
P O BOX 57600
OKLAHOMA CITY, OK 73157
(800)866-1141 • FAX (405)948-1874

NOTICE OF ACCEPTANCE AND OF ASSIGNMENT

REFER TO THIS
ACCOUNT NO. IN ALL
CORRESPONDENCE

ACCOUNT NUMBER
OKC-196769

Dear Customer,

Thank you for the opportunity to finance your insurance. As agreed, we have paid the balance due on your behalf. If you have not received your premium finance agreement notify us immediately. A payment schedule is shown below. If payment coupons are not enclosed, you will be billed for each installment. Detailed payment instructions are shown below.

**PAYMENT
INSTRUCTIONS:**

1. All payments must be made payable to PREMIUM FINANCING SPECIALISTS
2. To ensure proper credit to your account, write your account number on your check and return the proper coupon with your payment.
3. Be sure your payment is mailed in time to reach our office by your due date.
4. Mail your payment to the address on the coupon.

INSURED
CARNES FUNERAL HOME
3100 GULF FREEWAY
TEXAS CITY, TX 77591-2828

001356

AGENT
PEARLAND INSURANCE AGENCY
1742 O'DAY RD
PEARLAND, TX 77581

DISCLOSURE

TOTAL PREMIUMS	\$10,608.00
DOWN PAYMENT	\$3,182.40
AMOUNT FINANCED	\$7,425.60
FINANCE CHARGE	\$459.60
ASSESSMENTS	\$0.00
TOTAL PAYMENTS	\$7,885.20
NUMBER OF PAYMENTS	8
PAYMENT AMOUNT	\$985.65
ANNUAL % RATE	16.250
ACCEPTANCE DATE	12/14/11

WE HAVE PAID THE BALANCE OF YOUR PREMIUM BELIEVING THE PREMIUM FINANCE AGREEMENT TO BE GENUINE AND IN FULL EFFECT AND THE SIGNATURE THEREON AUTHORIZED BY THE INSURED. IF FOR ANY REASON THIS IS NOT TRUE, NOTIFY US IMMEDIATELY AT THE ADDRESS OR TELEPHONE NUMBER AS SHOWN ABOVE.

SCHEDULE OF PAYMENTS

PYMT NO.	DUE DATE	AMOUNT
1	01/14/12	\$985.65
2	02/14/12	\$985.65
3	03/14/12	\$985.65
4	04/14/12	\$985.65
5	05/14/12	\$985.65
6	06/14/12	\$985.65
7	07/14/12	\$985.65
8	08/14/12	\$985.65

SCHEDULE OF POLICIES

POLICY PREFIX AND NUMBER	EFFECTIVE DATE	FULL NAME OF INSURER AND GENERAL AGENT OTHER THAN SUBMITTING PRODUCER TO WHOM COPY OF THIS NOTICE WAS SENT	COVERAGE FIRE, AUTO MAR, L.M., CAS	POLICY TERM IN MONTHS COVERED BY PREM	PREMIUM FINANCED
TSF0001207139	12/14/11	TEXAS MUTUAL INSURANCE CO	WC	12	\$10,608.00

Make online payments or view account information at www.lpts.com.
Please use access code 8M6JLCK6 to register (first time users).

IPFS CORPORATION
(IPFS)
P.O. BOX 57500
OKLAHOMA CITY, OK 73157
(866)412-2565 - FAX: (405)948-1074

NOTICE OF ACCEPTANCE AND OF ASSIGNMENT

REFER TO THIS
ACCOUNT NO. IN ALL
CORRESPONDENCE

ACCOUNT NUMBER
OKC-211411

Dear Customer,

Thank you for the opportunity to finance your insurance. As agreed, we have paid the balance due on your behalf. If you have not received your premium finance agreement notify us immediately. A payment schedule is shown below. If payment coupons are not enclosed, you will be billed for each installment. Detailed payment instructions are shown below.

**PAYMENT
INSTRUCTIONS:**

1. All payments must be made payable to IPFS CORPORATION
2. To ensure proper credit to your account, write your account number on your check and return the proper coupon with your payment.
3. Be sure your payment is mailed in time to reach our office by your due date.
4. Mail your payment to the address on the coupon.

INSURED
CARNES FUNERAL HOME
3100 GULF FREEWAY
TEXAS CITY, TX 77591-2828

AGENT
PEARLAND INSURANCE AGENCY
1742 O'DAY RD
PEARLAND, TX 77581

DISCLOSURE	
TOTAL PREMIUMS	\$15,655.80
DOWN PAYMENT	\$5,560.80
AMOUNT FINANCED	\$10,095.00
FINANCE CHARGE	\$545.55
ASSESSMENTS	\$0.00
TOTAL PAYMENTS	\$10,640.55
NUMBER OF PAYMENTS	8
PAYMENT AMOUNT	\$1,525.77
ANNUAL % RATE	15.500
ACCEPTANCE DATE	12/14/12

WE HAVE PAID THE BALANCE OF YOUR PREMIUM BELIEVING THE PREMIUM FINANCE AGREEMENT TO BE GENUINE AND IN FULL EFFECT AND THE SIGNATURE THEREON AUTHORIZED BY THE INSURED. IF FOR ANY REASON THIS IS NOT TRUE, NOTIFY US IMMEDIATELY AT THE ADDRESS OR TELEPHONE NUMBER AS SHOWN ABOVE.

SCHEDULE OF PAYMENTS		
PYMT NO.	DUE DATE	AMOUNT
1	01/14/13	\$1,003.90
2	02/14/13	\$1,003.90
3	03/14/13	\$1,003.90
4	04/14/13	\$1,525.77
5	05/14/13	\$1,525.77
6	06/14/13	\$1,525.77
7	07/14/13	\$1,525.77
8	08/14/13	\$1,525.77

SCHEDULE OF POLICIES

POLICY PREFIX AND NUMBER	EFFECTIVE DATE	FULL NAME OF INSURER AND GENERAL AGENT OTHER THAN SUBMITTING PRODUCER TO WHOM COPY OF THIS NOTICE WAS SENT	COVERAGE FIRE, AUTO MAR, L.M., CAS	POLICY TERM IN MONTHS COVERED BY PREM.	PREMIUM FINANCED
TSF0001207139	12/14/12	TEXAS MUTUAL INSURANCE CO	WC	12	\$10,834.00
Continued on Schedule A					

Make online payments or view account information at www.ipfs.com.
Please use access code 8M6JLCK6 to register (first time users).



INVOICE/STATEMENT

INVOICE NUMBER: 34312021
ACCOUNT NAME: CARNES FUNERAL HOME

PAGE 1 OF 1

ACCOUNT NUMBER	CREDIT LIMIT	DAYS THIS PERIOD	BILL CLOSING DATE	PAYMENT DUE DATE	AMOUNT DUE
0476-00-848419-0	10,400.00	31	09-23-2013	10-18-2013	5,521.74

DATE	ACTIVITY DESCRIPTION	CHARGES/DEBITS	PAYMENTS/CREDITS
09-17-2013	PAYMENT RECEIVED - THANK YOU		5,497.21
09-23-2013	RETAIL FUEL PURCHASES	5,499.74	
09-23-2013	MONTHLY CARD CHG	20.00	
09-23-2013	CARD REPLACEMENT	2.00	
<div>REMINDER PLEASE BE SURE TO INCLUDE REMITTANCE STUB WITH PAYMENT. MAIL TO THE ADDRESS SHOWN IN THE RIGHT PORTION OF THE REMITTANCE STUB.</div>			

PURCHASES, RETURNS AND PAYMENTS MADE JUST PRIOR TO BILLING DATE MAY NOT APPEAR UNTIL THE NEXT INVOICE/STATEMENT

PREVIOUS BALANCE	(-)PAYMENTS	(+)PURCHASES	(+)DEBITS	(-)CREDITS	(+)LATE FEE	(=)NEW BALANCE
5,497.21	5,497.21	5,499.74	22.00	0.00	0.00	5,521.74

\$39.00 MINIMUM LATE FEE

PAY ONLINE AT: www.wexonline.com

CALL CUSTOMER SERVICE TO PAY BY PHONE

FEDERAL TAX ID: 84-1425618

The Late Fee is determined by applying a monthly periodic rate of	Which is an ANNUAL PERCENTAGE RATE of	To the Balance subject to late fee for this period which is
2.249 %	26.98 %	0.00

SEE REVERSE SIDE FOR MORE INFORMATION AND TERMS.

TO ENSURE PROPER CREDIT, TEAR AT PERFORATION AND INCLUDE BOTTOM PORTION WITH YOUR PAYMENT

ACCOUNT NAME	CARNES FUNERAL HOME
ACCOUNT NUMBER	0476-00-848419-0
INVOICE NUMBER	34312021
BILL CLOSING DATE	09-23-2013
AMOUNT DUE	5,521.74
AMOUNT ENCLOSED	
PAYMENT DUE DATE	10-18-2013

PAYMENTS RECEIVED AFTER THIS DATE SUBJECT TO LATE FEES.

WRIGHT EXPRESS FLEET SERVICES

SCOTT MCMANUS
CARNES FUNERAL HOME
3100 GULF FREEWAY
TEXAS CITY, TX 77591

Fax change of address request to 1-800-395-0809.

Make check payable to:

WEX BANK

Use enclosed envelope or send to:



WEX BANK
PO BOX 6293
CAROL STREAM IL 60197-6293

04760084641902000000552174 131018



**MURPHY
USA**



ACCOUNT : CARNES FUNERAL HOME
DEPARTMENT : UNASSIGNED

CLOSING DATE: 08-22-2013
ACCOUNT NO: 0478-00-846418-0
DELIVER TO:
SCOTT MCMAHUS
CARNES FUNERAL HOME
3100 GULF FREEWAY
TEXAS CITY TX 77561

Vehicle Analysis Report

VEHICLE CARD NO	CUSTOMER ID	VEHICLE DESCRIPTION	PLATE
-----------------	-------------	---------------------	-------

LOCATION	DATE	TIME	DRIVER	ODOMETER	PROD	GALLONS	COST/ GAL	COST/ MILE	MPO	GROSS COST	CODE*
TOTALS FOR CARNES FUNERAL HOME FUELING TRANSACTIONS			TOTAL FUEL	27,858 PERIOD Y-T-O		1,836.722 14,590.069	3.360 3.415	0.187 0.180	17.02 17.95	5,489.74 48,798.05	
			TOTAL NON-FUEL	PERIOD Y-T-O						0.00 0.00	
			TOTAL PURCHASES	PERIOD Y-T-O						5,489.74 48,798.05	
			*** MILEAGE STATISTICS EXCLUDE DATA FROM VEHICLES WHOSE KEY ODOMETER READINGS ARE OUTSIDE OF AN ACCEPTABLE RANGE ***								

CODES: E = Exception Report

M = Manual Transaction

OM = Onsite Mobile

PS = Private Site

TS = Terminal Site

(c) WEX INC. 2013

PAGE 13





BlueCross BlueShield
of Texas

Quote ID: 7766296
Medical Load: 0.00
No. of Employees: 40

CARNES FUNERAL HOME INC
Effective Date: 11/01/2013
Proposal #1
Agent - Rogers Benefit Group Inc

Printed: 09/20/2013
Zip Code of Business: 77581
SIC Code of Business: 7281

Options and Offers: IM2 DM2
Mental Health Parity Eligible: N

TEFRA: Y
Maternity: Y

BlueChoice® Network

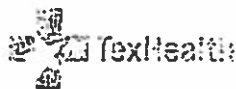
PPO Four Tier RX Copay Plans

Health Plan#	Ded In/Out Comb	Office Copay	Coins % In/Out	Coins Stoploss In/Out	Pharmacy	Employee Only	Employee +Child(ren)	Employee +Spouse	Employee +Family	Total Premium
RSF1	\$3000	\$30	100%/70%	\$0/\$10000	\$8/\$35/\$75/\$150	\$371.74	\$787.80	\$801.71	\$1217.79	\$14669.60
RSF2	\$1000	\$20	100%/70%	\$0/\$8000	\$8/\$35/\$75/\$150	\$459.67	\$974.19	\$991.38	\$1505.89	\$18386.80
RSF3	\$2000	\$20	80%/60%	\$3000/\$6000	\$8/\$35/\$75/\$150	\$356.13	\$754.74	\$768.08	\$1166.67	\$14245.20
RSF4	\$3000	\$40	70%/50%	\$5000/\$10000	\$8/\$35/\$75/\$150	\$303.61	\$643.42	\$654.78	\$994.60	\$12144.40
RSF5	\$1000	\$25	80%/60%	\$3000/\$6000	\$8/\$35/\$75/\$150	\$384.33	\$814.51	\$828.88	\$1259.08	\$15373.20
RSF6	\$3000	\$40*	70%/50%	\$5000/\$10000	\$10/\$35/\$75/\$150	\$265.72	\$563.13	\$573.07	\$870.48	\$10828.80
RSF7	\$1500	\$30*	80%/60%	\$3000/\$8000	\$10/\$35/\$75/\$150	\$337.27	\$714.76	\$727.38	\$1104.87	\$13480.80
RSF8	\$2000	\$20*	80%/60%	\$3000/\$8000	\$10/\$35/\$75/\$150	\$325.79	\$690.45	\$702.83	\$1087.29	\$13031.60

Preferred Drug List 1 applies to all Small Group Plans except PPO Four Tier Rx Copay Plans which are subject to Preferred Drug List 2.

[Click here for details.](#)

* Copay applies to the Physician Office Visit Only



PO Box 8130
Galveston, TX 77555-8130
409-766-4064 Phone
800-797-5216 Toll Free

November 6, 2013

Hello,

Following is your December 2013 Multi-Share monthly invoice. Please review the information which is a list of your eligible employees. Verify that this information is accurate. The employer is billed for both their and the employee's shares.

If you have terms/adds to your eligible employees, please call or email Mary (mgonzal@utmb.edu) prior to the 25th of the month. Changes requested after this date will reflect in the following months business.

EMPLOYER	MEMBER NAME	PREMIUM
CARNES FUNERAL HOME	DORTHEA I JONES	\$275
CARNES FUNERAL HOME	ELIEZER MARQUEZ	\$275
CARNES FUNERAL HOME	ELIZABETH J SEIDEL	\$275
CARNES FUNERAL HOME	JAMES W SMITH	\$275
CARNES FUNERAL HOME	JANNA M CARWILE	\$225
CARNES FUNERAL HOME	JAY P CARNES	\$275
CARNES FUNERAL HOME	LOIS KELLER NELSON	\$275
CARNES FUNERAL HOME	LORI A CARNES	\$275
CARNES FUNERAL HOME	MARIA D JONES	\$225
CARNES FUNERAL HOME	MICHAEL A CASTRO	\$225
CARNES FUNERAL HOME	SEAUTRY HARKLESS	\$225
CARNES FUNERAL HOME	THADDEUS D PRATT	\$225
CARNES FUNERAL HOME	TIM B BAKER	\$275
		\$3,325

As of 12/01/2013

Please print this email and store for accounting purposes. DO NOT send payment. Please

Several employers have contacted our office for clarification regarding the UTMB Multi-Share Plan and it's compatibility under the Affordable Care Act. Our plan is not considered insurance; rather, it is a limited benefit access plan. It is not being sold on the exchange, and it does not have the essential benefits required. If any members wish to take advantage of a plan on the exchange, they would need to discontinue our coverage as there is no coordination with an individual or group plan.

Thank you for choosing the UTMB Health Multi-Share Plan.

Mary Gonzalez

Senior Business Coordinator - Plan Administration
UTMB Health, a part of Texas Medical Branch, an academic institution

Carnes Funeral Home Texas City
3100 Gulf Freeway
Texas City, TX 77591
409.986.9900, 409.986.9903 Fax
carnesfuneralhome.com



Carnes Funeral Home South Houston
1102 Indiana Street
South Houston, TX 77587
713.943.2500, 713.943.2503 Fax
carnesfuneralhome.com

November 20th, 2013

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
Galveston County

RE: RFP#B122001, Transportation of Dead Human Bodies

Mr. Crowder, following is the amended pricing sheet referencing the 10% price increase that we are requesting as a part of the contract renewal.

1. Price per the 1st body in each of the four zones:

Zone A Galveston Island--	\$138
Zone B Mainland Areas--	\$121
Zone C Mainland Center Hospital--	\$116
Zone D Bolivar Peninsula--	\$226

2. Cost per multiple bodies in each of the four zones, to include clarifying cost based on sending additional vehicles to each scene:

Zone A Galveston Island:

2nd decedent-- \$11
3rd decedent-- \$69
4th decedent-- \$11
5th decedent-- \$69
6th decedent-- \$11
Etc. with 2 decedents per vehicle.

Zone B Mainland Areas:

2nd decedent-- \$11
3rd decedent-- \$61
4th decedent-- \$11
5th decedent-- \$61
6th decedent-- \$10
Etc. with 2 decedents per vehicle.

Zone C Mainland Center Hospital:

2nd decedent-- \$11
3rd decedent-- \$58
4th decedent-- \$11
5th decedent-- \$58
6th decedent-- \$11
Etc. with 2 decedents per vehicle.

Carnes Funeral Home Texas City
3100 Gulf Freeway
Texas City, TX 77591
409.986.9900, 409.986.9903 Fax
carnesfuneralhome.com



Carnes Funeral Home South Houston
1102 Indiana Street
South Houston, TX 77587
713.943.2500, 713.943.2503 Fax
carnesfuneralhome.com

Zone D Bolivar Peninsula:

2nd decedent-- \$11

3rd decedent-- \$113

4th decedent-- \$11

5th decedent-- \$113

6th decedent-- \$11

Etc. with 2 decedents per vehicle.

3. Confirming the staffing commitment to include at least two staff persons per call:

All house calls, traffic scenes, outside locations and removals that would warrant it will be staffed by two individuals. All nursing homes, long term care centers and hospital calls would be staffed with one individual unless the weight of the decedent warranted more than one individual, and then two or more individuals would staff the call accordingly.

Respectfully,



Tim Baker
Executive Director
Carnes Funeral Home Organization
Texas City 409-986-9900
South Houston 713-943-2500
Direct Line 409-655-3132



AGENDA ITEM #21.c.1.



THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPB
PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
GALVESTON, TEXAS 77550
(409) 770-5371

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

December 13, 2013

Honorable County Judge
And Commissioners' Court
County Courthouse
Galveston, Texas

RFP #B141010, Galveston County Stop Loss RFP for 2014

Gentlemen,

On November 19, 2013, proposals were received by way of the IBX online system for RFP #B141010, Galveston County Stop Loss for 2014. At that time three (3) companies responded with offers.

It is requested that the proposal received from American National maintaining the \$275,000 specific deductible with an estimated premium of \$643,266 be considered for acceptance per the analysis performed by Patrick E. Owens.

A copy of the analysis is attached for your perusal.

Your consideration in this matter is greatly appreciated.

Respectfully submitted,

Rufus Crowder ^{TD}

Rufus G. Crowder, CPPB
Purchasing Agent
County of Galveston

OWENS RISK MANAGEMENT SERVICES, INC.

December 12, 2013

Mr. Rufus G. Crowder, CPPB
Purchasing Agent
County of Galveston
722 Moody - 5th Floor
Galveston, Texas 77550

Re: 2014 Medical Stop Loss Insurance Recommendation

Dear Mr. Crowder:

We began marketing the County's stop loss insurance on November 7, 2013 by way of the IBX online system with a response deadline of November 19th. The results of the request for proposal process are as follows:

- Twenty-three (23) insurance companies either requested to participate or were solicited to participate
- Three (3) responded with offers (See Attached Spreadsheet)
- Twenty (20) declined to quote due to non-competitiveness or large claim activity

My recommendation is that we accept the firm American National quote, maintaining the \$275,000 specific deductible with estimated premium of \$643,266. Compared to the 2013 premiums of an estimated \$535,684, the County's increased costs are estimated at \$107,582 for the same coverage. The American National coverage includes a separate deductible of \$550,000 on one on going large claim. The Swiss Re quote and the Fidelity Security quote contained four (4) separate deductibles.

I am not recommending that we increase the specific deductible as our current large claim and diagnosis report indicate that we are faced with a high probability of a number of large claims in the coming year. The unusually high number of companies declining to quote is a result of this exposure.

The aggregate insurance is provided by Aetna under our Provider Network Contract. The estimated annual premium for January 1, 2014 thru December 31, 2014 is \$56,306, which is a \$7,100 decrease from 2013.

The following table provides a six-year review of the performance of our stop loss coverage. The reimbursements received from stop loss insurance three out of the last six years have exceeded the premium paid. The results are as follows:

Year	Premium	Reimbursements
2008	\$656,000	\$668,000
2009	\$660,000	\$834,000
2010	\$635,000	\$173,000
2011	\$652,000	\$1,643,000
2012	\$643,879	\$303,545
2013	\$531,004	\$372,256*
TOTALS:	\$3,777,883	\$3,993,801

*Through November, 2013

Please let me know if any additional information is needed. Otherwise, pending Court approval, we will move forward with the disclosure process and transition to the new carrier.

Sincerely,

Patrick E. Owens

RFP #B141010 Galveston County - Stop Loss 2014

Secondary Pricing Phase Results

Number of Employee Lives		Single:		Family:	
		861	515		
		American National	Swiss Re		Fidelity Security
		Current Rates - Swiss Re			
1. \$275,000 Deductible					
SPECIFIC PREMIUMS					
Single Rate		\$18.71	\$24.14		\$44.91
Family Rate		\$55.40	\$63.73		\$44.91
Annual Premium		\$635,684	\$643,266		\$741,554
Difference			\$107,582		\$205,870
AGGREGATE PREMIUMS (AETNA)					
Rate		\$3.84	\$3.41		\$3.41
Annual Premium		\$63,406	\$56,306		\$56,306
Difference			(\$7,100)		(\$7,100)
AGGREGATE COVERAGE (AETNA)					
Aggregate Factor		\$811.11	\$691.13		\$691.13
Annual Attachment Point		\$13,393,048	\$11,411,939		\$11,411,939
Difference			(\$1,981,110)		(\$1,981,110)
2. \$300,000 Deductible					
SPECIFIC PREMIUMS					
Single Rate		\$18.71	\$21.95		\$41.21
Family Rate		\$55.40	\$57.75		\$41.21
Annual Premium		\$635,684	\$683,682		\$680,460
Difference			\$47,999		\$144,776
AGGREGATE PREMIUMS (AETNA)					
Rate		\$3.84	\$3.45		\$3.45
Annual Premium		\$63,406	\$56,966		\$56,966
Difference			(\$6,440)		(\$6,440)
AGGREGATE COVERAGE (AETNA)					
Aggregate Factor		\$811.11	\$698.75		\$698.75
Annual Attachment Point		\$13,393,048	\$11,537,760		\$11,537,760
Difference			(\$1,855,288)		(\$1,855,288)
2. \$325,000 Deductible					
SPECIFIC PREMIUMS					
Single Rate		\$18.71	\$20.16		\$37.53
Family Rate		\$55.40	\$52.85		\$37.53
Annual Premium		\$635,684	\$634,906		\$619,695
Difference			(\$778)		\$84,012
AGGREGATE PREMIUMS (AETNA)					
Rate		\$3.84	\$3.47		\$3.47
Annual Premium		\$63,406	\$57,297		\$57,297
Difference			(\$6,109)		(\$6,109)
AGGREGATE COVERAGE (AETNA)					
Aggregate Factor		\$811.11	\$703.90		\$703.90
Annual Attachment Point		\$13,393,048	\$11,622,797		\$11,622,797
Difference			(\$1,770,252)		(\$1,770,252)

AGENDA ITEM #1.

ALLISON, BASS & ASSOCIATES, L.L.P.

Attorneys at Law

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Honorable Mark Henry
Galveston County Judge
722 21st St
Galveston, Texas 77550-2317

GALVESTON COUNTY JUDGE

Re: TxDot County Road Grants
Galveston County Estimated Eligibility \$355,132.00

Dear Judge Henry:

As you know, our firm has been very closely involved in the legislative efforts to address the damages incurred to our county road infrastructure as a result of energy activities. The passage of SB 1747 and its House companion, HB 2600, along with the passage of HB 1025, resulted in \$225,000,000.00 of state appropriations in the form of grant funds, to be administered by TxDot, for affected Texas counties. Your county is eligible for at least \$355,132.00 in grant funds.

Unfortunately, the rules adopted to provide those funds has resulted in a highly abbreviated time-line which will require eligible counties to very quickly complete the necessary steps required by the grant process, and to obtain the county's share of the funds. Counties that do not apply for the grant will lose their allocated funds and these will be re-assigned to those counties that do make a timely and correct application.

Through the County Judges and Commissioners Association of Texas, our firm is authorized to provide email and telephone assistance to counties in this process. However, many counties have requested that we provide additional services to actually prepare the required CETRZ order and complete the necessary steps for submission of the grant application. As we have in the past for such statewide projects as redistricting and the 2003-2011 County Road Map project, we are offering our services for this project on a flat rate fee basis.

Our services include coordinating the scheduling of the public hearing necessary before a CETRZ can be created, ensuring that the newspaper notice for that public hearing is timely published, providing the Public Notice for publication, and assisting with identifying one or more CETRZ zones for the public hearing. Following the public hearing, a thirty day period of time is required by law before a CETRZ Order may be adopted. During this time, the necessary road reports, and project identification and cost estimate will be completed with our assistance. Finally, we will provide the necessary Order Adopting CETRZ and we will ensure that a complete electronic application is filed with TxDot in a timely and complete manner.

Our fee for these services will be \$5,000.00. This fee can be paid from your CETRZ grant award. We will bill you for our fee after the grant award process is complete. Attached to this letter is our Retainer Agreement for this project. If you need our assistance, we ask that you immediately take action on this matter, and return the retainer by Fax or E-mail at your earliest convenience.

This program will fulfill the necessary requirements to obtain the TxDot grant. It is not intended to create a comprehensive county transportation infrastructure plan. We will be available to assist counties that intend to further utilize the CETRZ as a permanent funding mechanism for future transportation infrastructure as soon as the grant application process is completed, but such services are not covered by this offer.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim Allison".

James P. Allison

A handwritten signature in black ink, appearing to read "Bob Bass".

Robert T. Bass

/afb

cc: Galveston County Commissioners Court

RETAINER AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2013, by and between Galveston County, Texas, hereinafter referred to as "Client", and Allison, Bass & Associates, L.L.P. hereinafter referred to as "Attorneys".

Recitals

The Client is a political subdivision of the State of Texas. The Attorneys are duly licensed to practice law in the State of Texas and desire to render their professional services for the Client as provided herein.

The Commissioners Court of Galveston County, Texas, acting in its judicial and executive capacity, finds that the public interest requires the retention of legal counsel to represent the County in the referenced matters, to-wit: Assistance in the creation and administration of a County Energy Transportation Reinvestment Zone (CETRZ) and preparation and submission of an Application for CETRZ grants administered by the Texas Department of Transportation, pursuant to §222.1071 and Chapter 256 of the Texas Transportation Code.

THEREFORE, the Client hereby engages the services of the Attorneys, and in consideration of the mutual promises herein contained, the parties agree as follows:

Services of Attorney

1. The Attorneys will advise and represent the Client in legal matters as requested by the Client, by and through a majority vote of the Commissioners Court, pertaining to issues involving such matters as may be assigned by the Commissioners Court. Services will also include drafting and reviewing of documents, assistance with public notices, hearing, and administrative details related to road condition reports, cost estimates, and project identification pursuant to the statutes related to the creation of a CETRZ and application for Grant Funding.

2. This Retainer Agreement shall serve as the basis for understanding regarding fees and costs to be charged to the Client, but the subject matter for legal services may only be

authorized by an Order of the Commissioners Court.

3. Fees will include any and all necessary research, drafting and reviewing of documents, briefing, and consultation with the Client required for the proper disposition of any and all matters entrusted to the Attorneys pursuant to this retainer agreement.

Compensation

4. For the services described in Paragraph 1, the Client agrees to pay the Attorneys the Flat Fee sum of \$5,000.00 for services rendered by partners, associates and paralegals of the firm. Attorneys will provide Client with an invoice upon the conclusion of the grant process and the award of grant funds, if any. In the event the grant application is not approved, no fee will be due.

Devotion of Time

5. The Attorney shall make themselves available for consultation with the Client at reasonable times, at the request of the Client. Due to the abbreviated timeline, however, this fee does not include travel or personal appearances in the county.

Term

6. This agreement shall be effective on the execution hereof by Client and shall continue in effect until the matter has been finally resolved or upon 30 days written notice by either party. The Client shall send notice to the Attorneys' office at 402 West 12th Street, Austin, Texas 78701, and the Attorneys shall send notice to the Client care of the County Judge, 722 21st St, Galveston, Texas, 77550-2317.

Prior Agreements Superseded

7. This agreement constitutes the sole and only agreement of the parties hereto pertaining to the subject matter of this retainer, and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

EXECUTED on the _____ day of _____, 2013.

CLIENT
GALVESTON COUNTY, TEXAS

ATTORNEYS
ALLISON, BASS & ASSOCIATES, L.L.P.

By: _____
Honorable Mark Henry

By: _____
James P. Allison / Robert T. Bass